F I L E D
November 10, 2016
FEDERAL MARITIME COMMISSION

#### FEDERAL MARITIME COMMISSION

**DOCKET NO. 15-10** 

# REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE NO. 017843 – WASHINGTON MOVERS, INC.

#### NOTICE OF FILING

Attached hereto are Bureau of Enforcement exhibits 1 through 31 and Washington Movers, Inc., exhibits A through W used in the hearing held November 9, 2016, taking the oral testimony of of Norma Ghanem

Clay G. Guthridge

Administrative Law Judge

S E R V E D
October 19, 2016
FEDERAL MARITIME COMMISSION

#### FEDERAL MARITIME COMMISSION

#### DOCKET NO. 15-10

# REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE NO. 017843 – WASHINGTON MOVERS, INC.

#### LIST OF EXHIBITS - OCTOBER 19, 2016

The following exhibits have been admitted as of this date.

#### **BUREAU OF ENFORCEMENT EXHIBITS**

- BOE Ex. 1 United States v. Sam Rafic Ghanem, Case No. 13-3043 CBD (D. Md. Dec. 23, 2013) (Criminal Complaint)
- BOE Ex. 2 United States v. Sam Rafic Ghanem, RWT 8:14-CR-0008-001 (D. Md. Aug. 12, 2015) (Judgment in a Criminal Case)
- BOE Ex. 3 Dock receipt, vehicle title, MSC booking receipt, MSC booking confirmation, and Seagirt Marine interchange and pickup receipts
- BOE Ex. 4 2014 Commonwealth of Virginia State Corporation Commission Annual Report for Washington Movers International, Inc.
- BOE Ex. 5 United States v. Sam Rafic Ghanem, RWT 8:14-CR-0008-001 (D. Md. Sept. 17, 2015) (Opposed Motion to Extend the Date for Voluntary Surrender with letter)
- BOE Ex. 6 Commonwealth of Virginia State Corporation Commission Certificate of Fact regarding name change from Washington Movers, Inc. to Washington Movers International, Inc.

- BOE Ex. 7 Maryland Department of Assessments and Taxation Business Services Notice of name change from Washington Movers, Inc. to Washington Movers International, Inc. with attachments
- BOE Ex. 8 November 17, 2015, Verified Statement of Sandra L. Kusumoto
- BOE Ex. 9 Washington Movers' 2015 Annual Report to the Commonwealth of Virginia State Corporation Commission (file stamped February 16, 2016)
- BOE Ex. 10 Email thread dated April 1-7, 2014, among Sam Ghanem, Sandra Rodriguez, and representatives of Turkon America, Inc.
- BOE Ex. 11 Turkon Container Transport and Shipping Inc. service contract No. 2014-667 effective April 7, 2014
- BOE Ex. 12 United Arab Shipping Co. service contract 2013 0000252641-4 Amendment 4 with Washington Movers, Inc., signed April 28, 2014 with email from United Arab Shipping Co. Representative to Sandra Rodriguez dated April 28, 2014
- BOE Ex. 13 Email correspondence between July 8, 2014 and October 22, 2014, among Sam Ghanem (sam@wmius.com) and Washington Movers representatives and representatives of Mediterranean Shipping Company
- BOE Ex. 14 Mediterranean Shipping Company service contract 14-425WW with Washington Movers, Inc. Effective August 2, 2014, through August 1, 2015
- BOE Ex. 15 Mediterranean Shipping Company service contract 14-425WW Amendment 1 with Washington Movers, Inc.
- BOE Ex. 16 Mediterranean Shipping Company service contract 15-107OTE with Washington Movers, Inc. effective August 2, 2015, through August 1, 2016
- BOE Ex. 17 Mediterranean Shipping Company service contract 15-107OTE Amendment 1 with Washington Movers, Inc.
- BOE Ex. 18 Certificate of Service for Bureau of Enforcement's First Requests for Admission Directed to Washington Movers, Inc. (Served April 13, 2016).
- BOE Ex. 19 Certificate of Service for Bureau of Enforcement's First Interrogatories and Requests for Production of Documents Directed to Washington Movers, Inc. (Served April 13, 2016).

- BOE Ex. 20 Washington Movers International, Inc.'s Objections and Responses to the Bureau of Enforcement's Requests for Admissions Nos. 1-52. BOE Ex. 21 Washington Movers International, Inc.'s Objections and Responses to the Bureau of Enforcement's Requests for the Production of Documents Nos. 1-16. BOE Ex. 22 Washington Movers International, Inc.'s Objections and Answers to the Bureau of Enforcement's Interrogatories Nos. 1-26. Bureau of Enforcement's First Interrogatories and Requests for Production of BOE Ex. 23 Documents Directed to Washington Movers, Inc. **BOE Ex. 24** Computer disk with electronic copies of documents List of Contents of CD Containing Documents in Response to the Bureau of BOE Ex. 25 Enforcement's Request for Production of Documents. Mediterranean Shipping Company service contract 14-425WW (first and signature BOE Ex. 26 pages) Mediterranean Shipping Company service contract 14-425WW, AMN 1 (signature **BOE Ex. 27** Mediterranean Shipping Company service contract 15-107OTE (first and signature BOE Ex. 28
- BOE Ex. 29 Mediterranean Shipping Company service contract 15-107OTE, Amendment 1 (signature page)
- BOE Ex. 30 Turkon Container Transport and Shipping Inc. service contract No. 2014-667 (signature page)
- BOE Ex. 31 United Arab Shipping Co. service contract 2013 0000252641 Amendment 4 (signature page)

#### WASHINGTON MOVERS, INC. EXHIBITS

- WM Ex. A 12/31/13 Stock Transfer Agreement
- WM Ex. B 01/01/14 Directors' consent to transfer shares
- WM Ex. C Washington Movers International Business entity Details

- WM Ex. D 2015 Commonwealth of Virginia State Corporation Commission Annual Report for Washington Movers International, Inc. supplemented by instructions from identical exhibit submitted as Ex. 3 to Washington Movers response to Initial Order
- WM Ex. E Electronic Federal Tax Payment System Information February 24, 2016
- WM Ex. F Acord Corp. Certificate of Liability Insurance for 10/13/15 to 10/13/16 for Washington Movers Norma Ghanem International Inc., dated Feb. 26, 2016
- WM Ex. G Commonwealth of Virginia State Corporation Commission Statement of Change of Registered Office and/or Registered Agent Change dated November 20, 2015
- WM Ex. H Washington Stock Transfer Agreement, Washington Movers Unanimous Written Consent in Lieu of Meeting of Directors, Document containing Metadata Information
- WM Ex. I Letter dated March 23, 2016, from Industrial Bank stating that Norma Ghanem is the only authorized signer on the Washington Movers business checking account
- WM Ex. J Industrial Bank Business Account Signature Card for Washington Movers, Inc. small business checking account signed by Norma Ghanem dated March 23, 2016, indicating account opened November 12, 2014, and Norma Ghanem is the authorized signer for the account
- WM Ex. K Washington Movers, Inc., corporate authorization resolution signed by Norma Ghanem dated March 23, 2016, for Industrial Bank checking account stating that Norma Ghanem/Owner is authorized to exercise powers over the account for Washington Movers
- WM Ex. L Industrial Bank Business Account Signature Card for Washington Movers, Inc. small business checking account signed by Sam Ghanem dated August 14, 2015, indicating account opened November 12, 2014, adding a signer and stating that Sam Ghanem and Norma Ghanem are the authorized signers for the account
- WM Ex. M Washington Movers, Inc., corporate authorization resolution signed by Sam Ghanem and Norma Ghanem dated August 14, 2015, for Industrial Bank checking account stating that Sam Ghanem/President and Norma Ghanem/Vice President are authorized to exercise powers over the account for Washington Movers
- WM Ex. N 2014 Maryland Combined Registration Form Application for Washington Movers, Inc., dated November 4, 2015
- WM Ex. O Acord Corp. Certificate of Liability Insurance for 06/01/13 to 06/01/14 for Washington Movers Inc. Sam Ghanem, dated April 7, 2016 and Acord Corp.

- Certificate of Liability Insurance for 09/12/14 to 09/12/15 for Washington Movers International Inc. Norma Ghanem, dated April 7, 2016
- WM Ex. P 2015 Form W-2 Wage and Tax Statement issued by Washington Movers, Inc., to Norma Ghanem
- WM Ex. Q 2015 Form W-3 Transmittal of Wage and Tax Statement for Washington Movers, Inc.
- WM Ex. R 2014 1099-MISC Miscellaneous Income Form issued by Washington Movers, Inc., for Sandra Rodriguez
- WM Ex. S Redacted United States Department of Justice Federal Bureau of Investigation Form FD-597 Receipt for Property Received/Returned/Released/Seized Identifying Items Seized from Sam Ghanem, Dated December 21, 2013
- WM Ex. T Industrial Bank Business Account Signature Card for Washington Movers, Inc. small business checking account dated November 12, 2014, indicating account opened November 12, 2014, adding a signer and stating that Sam Ghanem is the authorized signer for the account
- WM Ex. U Washington Movers, Inc., corporate authorization resolution signed by Sam R. Ghanem dated November 10, 2014, for Industrial Bank checking account stating that Sam R. Ghanem is authorized to exercise powers over the account for Washington Movers
- WM Ex. V Screen shot of BB&T record of Washington Movers account open between May 2011 and February 2014 on which Sam Ghanem and Norma Ghanem were authorized signers
- WM Ex. W Checking summary of Washington Movers International, Inc., account at PNC Bank open from October 2014 to November 2014 on which Sam Ghanem was the authorized signer

Clay G. Guthridge

Administrative Law Judge

# **BOE EXHIBIT 1**

Case 8:14-cr-00008-RWT Document 1 Filed 12/23/13 Page 1 of 1

	FILED ENTERED LOGGED
	TATES DISTRICT COURT  for the  DEC 2 3 2013  AT GREENBELT
United States of America	CLERK U.S. DISTRICT COURT DISTRICT OF MARYLAND  BY  BY
<b>v.</b>	Case No. 13-3043 CBD
Sam Rafic GHANEM	) }
CRIM	MINAL COMPLAINT
I, Special Agent Michael J. Raska, Fe that the following is true to the best of my ki	deral Bureau of Investigation, the complainant in this case, state nowledge and belief:
On or about December 21, 2013, in the Control Act, 22 U.S.C. § 2778, by attempting United States to Lebanon.	e District of Maryland, the defendant violated the Arms Export g to engage in the unlawful export of defense articles from the
This criminal complaint is based on t	hese facts:
See Attached Affidavit	
G Continued on the attac	thed sheet
•	Moshe Complainant's signature
	Michael J. Raska, Special Agent Printed name and title
worn to before me and signed in my presence.	$\sim$
Date: Dec 23, 2013	Clark & Judge rs signature
ity and state: Greenbelt, MD	Charles B. Day. United States Magistrate Judge  Printed name and title

Case 8:14-cr-00008-RWT Document 1-1 Filed 12/23/13 Page 1 of 10

DEC 23 2013

#### AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, Michael J. Raska, being first duly sworn, hereby depose and state as follows:

- 1. I am a Special Agent with the Federal Bureau of Investigation (FBI) and have been so employed since May 2010. I am presently assigned to the Baltimore Field Office of the FBI. During my tenure with the FBI, I have investigated various criminal offenses involving international terrorism. I have personally participated in the execution of search and arrest warrants involving said violations of federal criminal laws. Prior to becoming a law enforcement agent, I obtained a Juris Doctor degree and served in Florida as an Assistant Public Defender and an Assistant State Attorney.
- 2. This affidavit is being submitted in support of a criminal complaint against Sam Rafic GHANEM charging him with attempted export of defense articles in violation of the Arms Export Control Act (AECA), 22 U.S.C. §2778.
- 3. I have personally participated in this investigation and have witnessed many of the facts and circumstances described herein. I have also received information from other federal law enforcement and intelligence officials relating to this investigation. The information set forth in this affidavit is based on my own observations and review of documents, or reliable information provided to me by other law enforcement personnel. I am setting forth only those facts and circumstances necessary to establish probable cause for the issuance of the requested search and seizure warrants. However, I have not omitted any fact which might tend to defeat a finding of probable cause. Unless otherwise indicated, all written and oral statements referred to herein are set forth in substance and in part, rather than verbatim.



### Case 8:14-cr-00008-RWT Document 1-1 Filed 12/23/13 Page 2 of 10

- 4. The Arms Export Control Act and its implementing regulations, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), require a person to obtain a validated export license from the Department of State, Directorate of Defense Trade Controls (DDTC), before exporting from the United States items designated as defense articles on the United States Munitions List (USML), to include arms and munitions. In the export license application, known as a Form DSP-5, the exporter must identify the nature of the defense articles to be exported, the end-recipient, and the purpose for which they are intended.
- 5. GHANEM owns and operates Washington Movers International (WMI), which is a freight forwarding and shipping service located in District Heights, Maryland, and incorporated in both Maryland and Virginia. The business advertises its services to include shipment of household goods, vehicles and other items to domestic and overseas locations. WMI ships goods through various means, including in shipping containers, which are normally stackable units, twenty (20) to forty (40) feet in length, that are transported via flat-bed trailers attached to semi-tractors, or on shipping vessels.
- 6. On March 14, 2013, a confidential human source (CHS) assisting the FBI had an encounter with GHANEM, whom he had not seen for over a year. Approximately five years earlier, the CHS had briefly worked for GHANEM at WMI, and had previously utilized the services of WMI to ship some cars overseas.<sup>1</sup> All conversations between the CHS and GHANEM

In connection with his assistance in this particular investigation, the CHS has received compensation of approximately \$6,000, to include reimbursement for expenses associated with that assistance. The CHS has a 2003 felony conviction for social security fraud. The CHS has provided assistance to the FBI in connection with other investigations, some of which have resulted in the successful prosecution of other individuals for their criminal activities. Information provided by the CHS to the FBI has been proven reliable. The CHS became a permanent legal resident of the United States with the assistance of the FBI while he was actively assisting with ongoing FBI investigations unrelated to this matter.



since that meeting on March 14 have been recorded with the exception of a few conversations that were not recorded for logistical reasons, or for reasons having to do with operational security. The conversations between the CHS and GHANEM during the course of the underlying investigation have been in Arabic, and references herein to statements made during the conversations are taken from preliminary draft verbatim translations or summaries prepared by either a federal law enforcement agent who is a native Arabic speaker, or FBI contract linguists.

- 7. During their unrecorded meeting on March 14, GHANEM encouraged the CHS to start shipping cars with him again and indicated that he would be able to ship cars to Lebanon containing other items. On June 14, during a recorded meeting at WMI, the CHS told GHANEM that he would be interested in having two cars shipped to Lebanon and asked how it would be done. GHANEM advised that the vehicles would be placed in a 20 foot shipping container, and the cost would be \$2,600 plus port taxes.
- 8. On July 24 the CHS met with GHANEM at the latter's residence in Springfield, Virginia. The CHS had driven to the location in a 2006 Hyundai sedan, which GHANEM had agreed to ship to Lebanon for the CHS. Prior to providing the sedan to the CHS, law enforcement agents had secreted inside the vehicle ten bundles of paper made to resemble a total of approximately \$100,000 in United States currency. The CHS provided GHANEM with the title for the car, and GHANEM stated that he would ship the vehicle in a container.
- 9. During their meeting, the CHS and GHANEM discussed the possibility of vehicles being scanned at the port in Lebanon. The CHS told GHANEM that he had concealed money in the Hyundai. GHANEM cautioned that the money needed to be hidden, to which the CHS replied that it was. When the CHS expressed his concern about whether the vehicle would be



searched in the United States prior to shipment, GHANEM stated that it would not be and that he would drive the vehicle to the port himself. GHANEM agreed with the CHS that the vehicle would likely be inspected if driven on and off the ship, whereas it would not be inspected if already placed in a container. The CHS stated his knowledge that one cannot bring in, or take out, over \$10,000 in currency, so he wanted GHANEM's assurance that none of his employees would open or search the vehicle; GHANEM stated no one would do so. The CHS gave GHANEM \$1,000 cash to cover shipping costs. (The cash had been provided to the CHS by law enforcement agents just prior to the meeting with GHANEM). The meeting concluded with GHANEM dropping the CHS off at the nearby Metro station.

- 10. Law enforcement agents subsequently confirmed through shipping records that the Hyundai sedan had left the Norfolk, Virginia, port on August 14, 2013, for shipment to Beirut, Lebanon. The exporter of record was identified as WMI. On September 19, during a recorded phone conversation, the CHS and GHANEM briefly discussed the successful shipment of the vehicle.
- 11. On October 3, during a recorded meeting with GHANEM at his Virginia residence, the CHS indicated that a friend in Lebanon was interested in doing business, and GHANEM asked if it was "something illegal." A brief discussion ensued about the fact that the Hyundal sedan with concealed currency had made it through the ports. GHANEM told the CHS he did not like people telling him specifics about what they were shipping because it was problematic for him. The CHS then stated that his associates in Lebanon wanted guns shipped. GHANEM related that approximately two years ago he was questioned by FBI agents about a vehicle he had shipped for someone that had been stopped at the port. The agents told him that two



"pieces" (guns) were found in the vehicle. GHANEM told the CHS that one cannot export weapons even if you own them. The CHS asked if that would be considered smuggling or trading and GHANEM replied in the affirmative. GHANEM cautioned that if someone gives him a car to export, he will do it, but if something happens and he is questioned about the vehicle, he will deny knowledge of anything and refer the FBI to the owner of the vehicle. GHANEM advised the CHS against sending weapons and stated that he had refused to send a p226 Sig Sauer handgun for another individual because it was too risky.

- 12. Shortly thereafter, GHANEM and the CHS walked outside of the residence. Up until that point in the conversation, the two men had been within earshot of GHANEM's wife, who was present in the residence. GHANEM told the CHS that he had just purchased a Glock 19c handgun for \$425. The CHS advised that the weapon could be purchased on the black market at a lesser price, and he had a contact to whom he could refer GHANEM. GHANEM stated he wished he had known that because recently he had been asked to obtain two "pieces" (guns) for a Lebanese official. He decided not to obtain the guns himself because he would have had to put the weapons in his name and that was too dangerous.
- containers" (meaning a container containing salvaged vehicles). GHANEM stated it could be done because the salvaged parts would help conceal the guns from detection if the container was scanned. GHANEM cautioned that the weapons should contain no gunpowder. GHANEM told the CHS that he would buy eight or nine salvaged cars for the CHS and break them down, and then the CHS could place the weapons in the container with the car parts. GHANEM reminded the CHS that another person for whom he had shipped a vehicle that contained a



shotgun ended up in jail. He stated that he was very concerned about the vehicle the CHS had him ship that contained money, but in the end, it was not his business what people put in their vehicles and if caught, he would disavow any knowledge of any contraband. At no time after this conversation on October 3, did GHANEM express any reservations or hesitancy in shipping weapons for the CHS.

- meeting between October 5 and November 4, 2013, GHANEM and the CHS discussed the details of how the weapons shipment could be accomplished. These discussions included GHANEM: 1) telling the CHS that he would charge \$500 per vehicle for cutting up, assembling, moving and loading each vehicle into CHS's shipment to Lebanon: 2) indicating that the shipment would cost the CHS \$3,000; 3) stating that he would buy the vehicles designated by the CHS and then have an employee cut the vehicles at WMI for subsequent shipment; 3) advising that the container could only contain salvaged vehicle parts and not complete cars; and 4) directing the CHS on how and where to search for salvaged vehicles that he wanted GHANEM to buy for the shipment.
- 15. In a recorded phone conversation on November 21, GHANEM told the CHS to pay him \$3,000 for the cost of purchasing salvaged vehicles to be used to ship the weapons. He then sent a text message to the CHS identifying the number of a bank account into which the CHS could transfer his payment. Later that day, the CHS deposited \$3,000 into GHANEM's bank account at the direction of law enforcement agents, and with funds provided to him by same. The CHS advised GHANEM of the deposit in a recorded phone conversation on November 22.



- 16. In a recorded phone conversation on November 24, GHANEM advised the CHS that he had purchased two vehicles and would purchase another two vehicles at a cost of between \$500-\$700 each. In another recorded phone conversation on November 25, GHANEM suggested that the CHS store his weapons in the safe at WMI until they were ready to load the container. GHANEM indicated that it would take about two days to cut the vehicles once they arrived at WMI, and the subsequent shipment of the weapons and vehicles would not arrive in Lebanon until January 10.
- stated that it was less risky to ship the container out of the Baltimore port. The CHS told GHANEM the general nature of the weapons he planned to put in the shipment, to include: seven Glock handguns, and six to eight semi-automatic rifles with accompanying optic devices. GHANEM told the CHS that he wanted to buy rnree-Glocks, which the CHS advised would come with laser sights, and two of the rifles. GHANEM indicated that the weapons should be placed in the vehicles before the cars were loaded into the container. He also stated he would get the cars cut up after Thanksgiving. The CHS told GHANEM they needed make sure the container was sealed after it was loaded to insure that no one was able to get into it and take anything.
- 18. During a recorded phone conversation with the CHS on December 4, GHANEM advised he planned to start dismantling the vehicles the following day. GHANEM also confirmed the loaded container would be taken to the port the day after it was loaded. During the course of three recorded phone conversations with the CHS on December 12, GHANEM advised he did not yet have an available shipping container in which to load the cars and weapons. GHANEM told the CHS to be patient. Using a coded reference to weapons, the CHS



told GHANEM he had obtained some of the weapons GHANEM wished to purchase. On December 13, GHANEM advised the CHS in a recorded phone conversation that he had arranged for two individuals to cut the cars, and if they did not show up to do it, he would cut the cars himself.

- 19. On December 21, 2013, law enforcement agents provided ten handguns and ten semi-automatic rifles, and eighteen optic devices. (The weapons had been rendered inert for law enforcement safety). A portion of the weapons, specifically three handguns and two of the rifles had been requested by GHANEM for purchase. Per GHANEM's instructions to the CHS in a recorded phone conversation the previous day, the CHS picked GHANEM up at his Virginia residence and drove them to WMI to begin loading the weapons into a container. The discussions between the CHS and GHANEM while driving to WMI, and the ensuing discussions while at WMI were recorded. Once at WMI, GHANEM and his employees concealed the weapons brought by the CHS, including those GHANEM wished to purchase for himself, within the doors and cut-up parts of the salvaged vehicles, which were then loaded into a shipping container.
- 20. According to information subsequently provided by the CHS to law enforcement agents, after the weapons had been loaded, GHANEM advised that the shipping container would be loaded with the remaining car parts and would be transported to the Port of Baltimore for shipment overseas on Monday, December 23, 2013. GHANEM told the CHS that he would provide a Jeep Cherokee to the CHS as payment for the weapons he purchased from the CHS for shipment.



- 21. After loading of the vehicle was completed, law enforcement agents arrested GHANEM. During a search of the container, agents found the weapons provided by the CHS to GHANEM concealed within various car parts, as well as additional items loaded for shipment to which shipping documents were attached. During his Mirandized post-arrest statement, GHANEM admitted to unlawfully concealing the weapons in the shipping container, and admitted that his intended shipment of those concealed weapons overseas would have been a violation of export laws and restrictions.
- 22. The Department of State previously certified to law enforcement agents in this investigation that the optic sights and weapons provided to GHANEM on December 21 and concealed by him in the shipping container are controlled for export under the ITAR and require a license from the DDTC to be shipped outside of the United States. To date, neither GHANEM nor WMI have applied for such a license. The Department of State has also advised that neither GHANEM nor WMI are registered, or have received licensing approval, to export and ship defense articles, including firearms and optical sighting devices.
- 23. In light of the above information, your afflant submits that probable cause exists to believe that the defendant, Sam Rafic GHANEM, has committed the crime of attempted export of defense articles in violation of 22 U.S.C. § 2778.

Your affiant has signed this document under oath as to all assertions and allegations contained herein and states that its contents are true and correct to the best of his knowledge.

Michael J. Raska

Special Agent, Federal Bureau of Investigation

# Case 8:14-cr-00008-RWT Document 1-1 Filed 12/23/13 Page 10 of 10

Sworn and subscribed to before me this 23rd day of December, 2013.

Charles B. Day

United States Magistrate Judge

# **BOE EXHIBIT 2**

(JCI)

### **United States District Court** District of Maryland

	UNITED	STATES	OF AMERICA
--	--------	--------	------------

JUDGMENT IN A CRIMINAL CASE

(For Offenses Committed on or After November 1, 1987)

V.

SAM RAFIC GHANEM

Case Number: RWT 8:14-CR-0008-001

USM Number: N/A

Defendant's Attorney: Robert Bonsib

Assistant U.S. Attorney: Christine Manuelian and Joseph Baldwin

Tł	HE DEFENDANT:
	pleaded guilty to count(s)
Ш	pleaded noto contendere to count(s), which was accepted by the court. was found guilty on count(s) <u>Is and 2s of the Superseding Indictment</u> after a plea of not guilty.
	arier a piea of not ganty.

<u>Title &amp; Section</u> 22 U.S.C.§2778	Nature of Offense Attempted Unlawful Export of Defense Articles	Date Offense Concluded October 2013 to	Count <u>Number(s)</u> Is
18 U.S.C.§554	Smuggling of Goods from the United States	December 2013	
		October 2013 to December 2013	2s

The defendant is adjudged guilty of the offenses listed above and sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984 as modified by United States v. Booker, 543 U.S. 220 (2005).

☐ The defendant has been found not guilty on count(s)

☑ Count 1 of the Original Indictment is dismissed as to this defendant only on the motion of the United

IT IS FURTHER ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid.

> August 12, 2015 Date of Imposition of Judgment

Roger W. Titus

United States District Judge

LOGGED

FILED

AUG 1 4 2015

CLERK, U.S. DISTRICT COURT ERK, U.S. DISTHICT DISTRICT OF MARYLAND DEPLITY

Name of Court Reporter: Lisa Bankins

301-344-3912

# Case 8:14-cr-00008-RWT Document 115 Filed 08/14/15 Page 2 of 6

Sheet 2 - Judgment in a Criminal Case with Supervised Release (Rev. 11/2011)

Judgment Page 2 of 6

DEFENDANT: SAM RAFIC GHANEM

CASE NUMBER: RWT 8:14-CR-0008-001

#### **IMPRISONMENT**

i ne defendant is hereby	committed to the custody of the United States Burgay of Drivers to be to the
for a total term of 18 mont	committed to the custody of the United States Bureau of Prisons to be imprisoned s to run concurrent as to counts one and two.

fe	or a total term of 18 months to run concurrent as to counts one and two.
	<ol> <li>The court makes the following recommendations to the Bureau of Prisons:</li> <li>That the defendant be designated to FCI Cumberland Camp, Maryland for service of his sentence.</li> <li>The Bureau of Prison is requested to provide the Court with a report of the actions it takes on this recommendation.</li> <li>The defendant is remanded to the custody of the United States Marshal.</li> </ol>
	The defendant shall surrender to the United States Marshal for this district:
	☐ ata.m./p.m. on ☐ as notified by the United States Marshal.
⊠	The defendant shall surrender, at his/her own expense, to the institution designated by the Bureau of Prisons at the date and time specified in a written notice to be sent to the defendant by the United States Marshal. It the defendant does not receive such a written notice, defendant shall surrender to the United States Marshal:
	⊠ before 2 p.m. on <u>September 28, 2015</u> .
rele con bor	defendant who fails to report either to the designated institution or to the United States Marshal as rected shall be subject to the penalties of Title 18 U.S.C. §3146. If convicted of an offense while on ease, the defendant shall be subject to the penalties set forth in 18 U.S.C. §3147. For violation of a edition of release, the defendant shall be subject to the sanctions set forth in Title 18 U.S.C. §3148. Any and or property posted may be forfeited and judgment entered against the defendant and the surety in full amount of the bond.
	RETURN
I ha	ve executed this judgment as follows:
1	Defendant delivered on to at, with a certified copy of this judgment.
	UNITED STATES MARSHAL
	By:

**DEFENDANT: SAM RAFIC GHANEM** 

CASE NUMBER: RWT 8:14-CR-0008-001

#### SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 years to run concurrent as to counts 1 and 2.

### The defendant shall comply with all of the following conditions:

The defendant shall report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

### STATUTORY CONDITIONS OF SUPERVISED RELEASE

- 1) The defendant shall not commit any federal, state or local crime.
- 2) In any felony case, the defendant shall not possess a firearm or ammunition as defined in 18 U.S.C. §921.
- 3) The defendant shall not illegally use or possess a controlled substance.
- 4) The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as directed by the probation officer.
- ☑ The above drug testing condition is suspended based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- 5) Pursuant to Pub. Law 108-405. Revised DNA Collection Requirements Under the Justice for All Act of 2004, if applicable, the defendant shall cooperate in the collection of DNA while incarcerated in the Bureau of Prisons, or as directed by the probation officer.
- 6) If this judgment imposes any criminal monetary penalty, including special assessment, fine, or restitution, it shall be a condition of supervised release that the defendant pay any such monetary penalty that remains unpaid at the commencement of the term of supervised release in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment. The defendant shall notify the court of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay restitution, fines, or special

#### STANDARD CONDITIONS OF SUPERVISION B.

- 1) The defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) The defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer.
- 3) The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer:
- 4) The defendant shall support his or her dependents and meet other family responsibilities;
- 5) The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other
- 6) The defendant shall notify the probation officer ten days prior to any change in residence or employment:
- 7) The defendant shall refrain from excessive use of alcohol:
- 8) The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any persons convicted of a felony unless granted permission to do so by the probation officer:
- 10) The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer:
- 11) The defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
- 12) The defendant shall notify the probation officer within 72 hours of being charged with any offense, including a traffic offense:
- 13) The defendant shall not enter into any agreement to act as an informer or special agent of a law enforcement agency without the
- 14) As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

Sheet 4 - Judgment in a Criminal Case with Supervised Release (Rev. 11/2011)

Judgment Page 4 of 6

**DEFENDANT: SAM RAFIC GHANEM** 

CASE NUMBER: RWT 8:14-CR-0008-001

# C. SUPERVISED RELEASE ADDITIONAL CONDITIONS

1. The defendant shall provide the probation officer with access to any requested financial information.

2. The defendant shall not incur new credit charges or open additional lines of credit without approval of the probation officer.

3. The defendant shall pay the special assessment in the amount of \$200.00 as directed herein.

4. The defendant shall not travel without permission outside the Metropolitan Washington DC Area

# Case 8:14-cr-00008-RWT Document 115 Filed 08/14/15 Page 5 of 6

Sheet 5, Part A - Judgment in a Criminal Case with Supervised Release (Rev. 11/2011)

Judgment Page Sul

**DEFENDANT: SAM RAFIC GHANEM** 

CASE NUMBER: RWT 8:14-CR-0008-001

### CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

_	TOTALS \$ 200.00  ☐ CVB Processing Fee \$25.00	Fine \$ 70,734.24 Deemed Satisfied	Restitution S N/A
E	The determination of restitution is	s deferred until Click have to enter a date . An Ai will b	mended Judgment in a Criminal Case (AO 245C) e entered after such determination.
Ε	The defendant must make rest	•	the following payees in the amount listed below.
	If the defendant makes a partial potherwise in the priority order or victims must be paid before the t	payment, each payee shall receive an approx	imately proportioned payment, unless specified ver, pursuant to 18 U.S.C. § 3664(i), all nonfederal
	Name of Payee	Total Loss*  Restitution	
		U	0
то	OTALS \$	<u> </u>	0
	Restitution amount ordered pursua	ant to plea agreement	
		n restitution and a fine of more than \$2,500, ate of the judgment, pursuant to 18 U.S.C. § inquency and default, pursuant to 18 U.S.C.	7£17/8 A11 .C.i
	The court determined that the defe	ndant does not have the ability to pay interes	st and it is ordered that:
	☐ the interest requirement is wait	ved for the 🔲 fine 🖂 restitution	
<del></del> .	the interest requirement for the	fine restitution is modified	d as follows:
+ Fi com	ndings for the total amount of los mitted on or after September 13, 19	ises are required under Chapters 100A 1	10, 110A, and 113A of Title 18 for offenses

### Case 8:14-cr-00008-RWT Document 115 Filed 08/14/15 Page 6 of 6

Sheet 6 - Judgment in a Criminal Case with Supervised Release (Rev. 11/2011)

Judgment Page 6 of 6

**DEFENDANT: SAM RAFIC GHANEM** 

CASE NUMBER: RWT 8:14-CR-0008-001

### SCHEDULE OF PAYMENTS

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

	Payment of the total fine and other criminal monetary penalties shall be due as follows:	
A	☑ In full immediately; or	
В	☐ \$immediately, balance due (in accordance with C, D, or E); or	
C	Not later than; or	
D	Installments to commence day(s) after the date of this judgment.	
E	In (e.g. equal weekly, monthly, quarterly) installments of \$ over a period of year(s) to comment when the defendant is placed on supervised release.	ce
The	e defendant will receive credit for all payments previously made toward any criminal monetary penalties imposed.	
Unic	less the court expressly orders otherwise, if this judgment imposes a period of imprisonment, payment of criminal moneta alties shall be due during the period of imprisonment. All criminal monetary penalties, except those payments made through the court is also be made to the Clerk of the Court.	ry he
lf th	e entire amount of criminal monetary penalties is not paid prior to the commencement of supervision, the balance shall be paid:	
	in equal monthly installments during the term of supervision; or	
I	on a nominal payment schedule of \$ per month during the term of supervision.	
The l	U.S. probation officer may recommend a modification of the payment schedule depending on the defendant's financial imstances.	
Speci	ial instructions regarding the payment of criminal monetary penalties:	
	Joint and Several	
a	Defendant and Co-Defendant Names and Case Numbers (including defendant number). Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.	,
<b>□</b> τ	The defendant shall pay the cost of prosecution.	
□т	The defendant shall pay the following court cost(s):	
Оπ	The defendant shall forfeit the defendant's interest in the following property to the United States:	

# **BOE EXHIBIT 3**

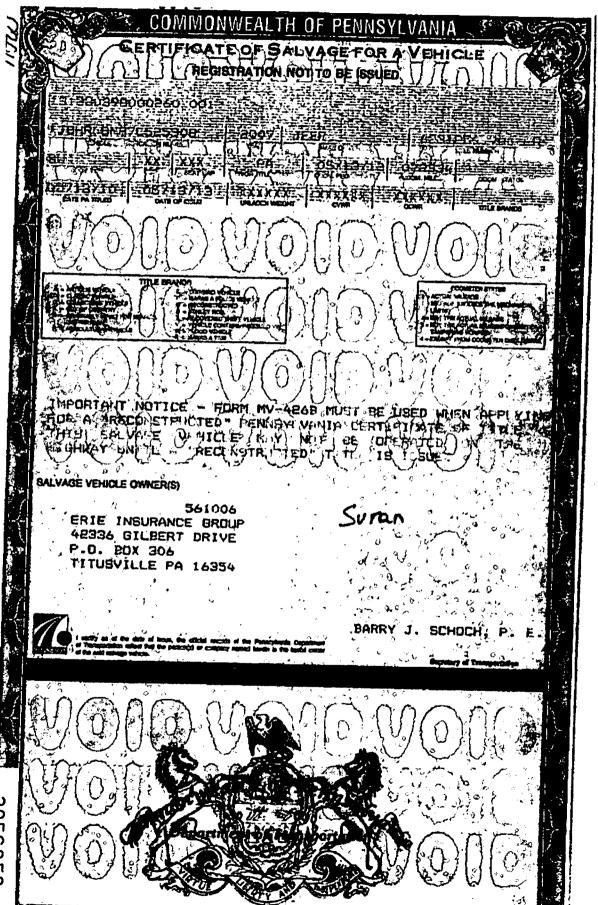
DOCK RECEIPT

	UU			KEU				
Exporter			] [	Booking #				
Washington Mover Inc.	C/O		L	038BAL1016511				
CHAMP INTERNATION			- 1	Exporter Reference				
6714 FORSYTHIA STRE SPRINGFIELD, VA 2215			ľ	WMIU16511				
SPRINGFIELD, VA 2215	U		Γ	Freight Forwarder	T			
Consignee				Washington Mover Inc	<del></del>			FMC#017843NF
CHAMP INTERNATION		.R.L		7913 Cryden Way				
1339 BEIRUT PORT AVE	ENUE			Forestville, MD 20747		_		
Beirut, Lebanon				Tel: 301-516-3000/ Fax: 3	<u>01-516-151</u>	5	<del></del>	
Tele Fax: +(961)1 560721				Point of Origin				
Cell phone:+(961) 3 64966				DISTRICT HEIGHTS, ME	)			
EMAIL: RAFIC@WMIUS	S.COM							
Notify Party			J L	Routing/Export Instruction	ons:		$\Box$	
MR. RAFIC ABOU FAKE	IER			vessel: melina nu3:	52R			
961.3649667				Ship line: MSC				
PRE Carriage By:				Cutoff date: 12-23-2013				
Washington Movers inc.				Port Cutoff: 12-23-2013				
				E. SAILING DATE: 12-3				
				ESTIMATED TIME OF		02-02-201	4	
Ocean Carrier				Arrival: BEIRUT, LEBA	NON		<del></del> -	
MSC				P.O.L /Terminal				
P.O.D BEIRUT, LEBANON				SEAGIRT, PORT OF BALTIMORE				
				Type of Move	Containerized			
DEINOT, ECONITOR				DCEAN				1 * 40 HC
farks / Numbers	#Of PKGS	Descriptio	n of C	ommodity	Weight	Color	Т	
48CU9119445	1 AUTO	2007 JEEP	GRAND	CHEROKEE LAR/COL/FR	1957 KG	SILVER	1777	LE: 68312509904
MCUT!!!		VIN: 138HR	48N87	C525308				TE OF PA
11803		BULK AUTO	PART	5		Ì		
	ļ			•	,	1		
		THE BATTER	RY HAS	BEEN UNHOOKED AND				
i		THE GAS DE	sined (			1		
						1		
						1	l	
elivered By Washington M	lovers			Received the above go	ands or nack	ages subjec	* * * * *	1) sha samua - 64 -
				undersigned's regular	form of doe	k receint er	# €0 8 # Kill	ui uic icims of inc l of ladino which
ruck:				undersigned's regular form of dock receipt and bill of lading, which shall constitute the contract under which the goods are received?				
				Copies of which are available from the carrier on request and may				
rived:				be inspected at any of	its offices.			odami min may
ecked By:				Ву		For the m	peter	
opped (Port):								
				Date:		Rec	eiving	g Clerk
XTN_	AFS_(	5/19	90	051) (33/3	ATT T	1 6 5 1	-1	

XTN-AES-(541880051)-(WMIU16511)
Exhibit No. 48

Exhibit No. 98
Criminal No. RWT-14-0008
Identified
Admitted APR 2 8 7015

sm 19 KMD



Bench

# BOOKING RECEIPT 038BAL1016511

	038BAL1016511									
SHIPPER				ngton Mover		]	P de	wigfiten hy nu≘:	neech (2)(13/29)(33)	37 13 Y
	•	Р	recarriage :	Fro	m Port					
FROM / TO		Por	t of Loading:		imore	]				
FROM		Port	of Discharge:	BE	IRUT	]				
		Fina	Destination :	To	Port	]				
Q		Contair	er Size And Quantity	2000	400V	40HC				
CARGO	Commodity				outos					
			Weight		20,00	0 Pounds				
SCHEDULE	Vessel	and Voy	Opens	Doc Cut	Haz Cut	Cango Cut	Arrival	Salis	ETA	]
	<u> </u>	NU3SZR	Friday, 13/20	Monday, 12/23	Monday, 12/23	Thursday, 12/26	Monday, 12/30	Monday, 12/30	Sunday, 62/02	
			500 Blackyr (144-av Balthaer	, MG 21222 (A10) 138-560	7 ALES, 1245 FULL CO	ntanga 90 da astuando 10 ·	Scapest Maring Tamony, 240	8 Be- mine Nightney Be Piece	MD 21226(416) MB	7044, 32.29
RATES							Rate Ref	France		
a i vinel Laurea A	b7, 482 65,Å . 4	1 07 195 AF	enthallandito, miladenica b	d processive and dis	On the Gold will a small defendent					
		Final states to	enk '	You	for `	Your	· Bus	sine	<b>SS</b>	
				nțedit	errannan Shipol	ng Company (US)	4)			]



#### MEDITERRANEAN SHIPPING COMPANY(USA) Inc.

12/19/2013 4:32:22PM

Page 1 of 3

### Booking Confirmation

SHIPPER	· · · · · · · · · · · · · · · · · · ·		DOGGETATA	Bartin Madagan	
WASHINGTON MOVERS			DOCUMENT No.	Booking #:038BAL1016511	
7005 FERNMAN LANE Forest-life, MD 20747	Contact Phone		FORWARDING AGENT - RE	FERENCES	
CHARGES DUE TO MUS-STOWAGE BOOKING DETAILS OR DOCK RE ACCOUNT OF THE SHIPPER OF	ECEIPT DETAILS WILL BE FI	DR THE	CARGO SUPPLIER		
ESTIMATED SALING DATE 2-Jen-2014	PLACE OF RECEIP		BERVICE CONTRACT NUMBER 13-305WW		<del></del>
VERSEL AND VOYAGE NUMBER MELINA NU352R	PORT OF LOADING BALTIMORE, MD		LIVE LOAD		<del></del>
PORT OF DISCHARGE BEIRUT, LEBANON	PLACE OF DELIVER	Y			
REQUESTED / ASSIGNED CONTR #	DESCRIPTION AS	PPOINTMENT DATE	INTERMODAL COMMENTS	PICK UP DATE	DROP OFF LOADED
1	40' High Cube  Motor cars and other motor w	ehicles		Seagirt Marine Terminal	SEAGIRT MARINE TERMINAL , Baltimore
documentation deadline is 12PM, tool: Plosse be advised that for cargo leading MSC will be forced to roll over your car applicable) will apply. You should asbe- raturisation to www.RNTRA.coon, For Of Leading documentation representativ Note: this port is a "NO DOCS NO LOA.	POLL time, Nov days before the vasion in BALTIMETRE, MD, MSC must be a subject to the next available vessel. In the rest and the subject to the next available vessel. In the rest was a subject to the next available vessel. In the restriction of the subject to t	s arrety prepare the v el scheduled arreval. recheduled arreval. tis cesa, a Luto AES UES# or energetica li let use this sensil ado tt are required.	remei stow plan, MSC has decided to institute a MSC will not lead cargo without proof of a fill I or exemption by 12PM EASTERIN two days p Administrative Fee of 550 per BIN of Ladge amount by empil to BAI TRADEPTOCESSASS	rior to the scheduled vessel arrival. If not received, not cell over and democrage changes (where US, or by flux to (908) 603 - 2514, or via electronic STER B/L submissions; instead, consect your Part	

All webbile ofter approved by US Castome on Baltimore port-of-load ment be sent to Baltimore Titles@mic us before purious off to prevent rollower and related conts.

Please by informed that MSC has implemented the use of a new B/L format. We suggest that you read the terms and conditions since some of the clauses have been changed.

PLEASE CONTACT MSC WITHIN 48 HOURS IF ANY CORRECTION TO THIS BOOKING IS NECESSARY

SHIPPERS TO AFFIX UPON STUFFING OF CARGO INSIDE THE CONTAINERS, SEALS ON THE CONTAINER DOORS, IN COMPLIANCE WITH INTERNATIONAL ORGANIZATION FOR STANDARDIZATION PUBLICLY AVAILABLE SPECIFICATION 1712 (ISO/PAS 17712) FAILING WHICH, ALL COST AND CONSEQUENCES ARISING OUT OF SHIPPERS FAILURE TO AFFIX SUCH SEALS SHALL BE FOR SHIPPERS ACCOUNT.

WEIGHT: You are responsible for declaring the accurate weight of the goods. MSC and its agents do not accept any fisibility for, and you agree to indemnify NSC and its agents in respect of, any loss or damage artising from, or in connection with, any inaccuracy in the weight as declared by you. You must essure that the weight of the goods packed saide the construct does not exceed the meximum payload started on the consistent SCC Plate. MSC and its agents rely upon the weight information provided by you and will not be liable for any loss or damage artising from reliance on this information, including any delays in delivery of the goods. You agree to indemnify MSC and its agents against all liablibles string thost such reliance, and/or from a failure to provide the accurate weight of the goods.

The Marchants are instructed informed that this booking is subject to documentation flow due at destination, in addition to other local charges, payable prior to delivery.

Por further information please contact your local MSC Agent.

CONTAINERS TO BE DELIVERED AT A RAIL RAMP WILL NOT BE RECEIVED SOONER THAN 3 DAYS FROM THE RAIL RAMP CUTOFF TIME ADVISED BY THE LINE WITH THE EXCLUSION OF CHICAGO. IF CONTAINERS ARE INGATED INTO A RAIL RAMP BEFORE SUCH TIME ANY AND ALL COST THAT WILL ARISE FROM SUCH ACTION WILL BE PASSED TO THE SHIPPER.

CHICAGO RAIL RAMP HAS A FRED FOUR DAYS RECEIVING POLICY AS FOLLOWS:

N ATLANTIC AND ECSA RECEIVE FROM MONDAY TO THURSDAY
FAR EAST RECEIVE FROM WEDNESDAY TILL MONDAY
S AFRICA AND WEST MED RECEIVE FROM TUESDAY TO FRIDAY

ANY PREPAID FOREIGN CURRENCY WILL BE CHARGED AT THE SAIL DATE'S EXCHANGE RATE
PLEASE CONTACT MSC WITHIN 48 HOURS IF ANY CORRECTION TO THIS BOOKING IS NECESSARY
If you should have any questions, please contact Mary Mooney at <a href="mmooney@msc.us">mmooney@msc.us</a> or call 410 631 7567
To track and trace your containors please visit our website at: www.mscgva.ch/tracking

WE ADDRESIATE VALID RUSINESS AND SUPPORT



#### MEDITERRANEAN SHIPPING COMPANY(USA) Inc.

12/19/2013 4:32:22PM

**Booking Confirmation** 

Page 2 of 3

SHIPPER WASHINGTON MOVERS		DOCUMENT No.	Booking #:038BAL1016511	
7885 FERDMAN LANE. Forestyde, MD 20747	Contact: Sendra Phone: 301-516-1616	Forwarding Agent - Re	FERENCES	
CHARGES DUE TO MIS-STOWAGE BECA- BOOKING DÉTAILS OR DOCK RECEIPT ACCOUNT OF THE SHIPPER OF RECOR	DETAILS WILL BE FOR THE	CARGO SLIPPLIER		
ESTIMATED SALING DATE 2-jan-2014	PLACE OF RECEIPT	SERVICE CONTRACT NUMBER 13-306WW		· · · · · · · · · · · · · · · · · · ·
VESSEL AND VOYAGE NUMBER MELINA NUSSER	PORT OF LOADING BALTIMORE, MD	TANE TOYO		
PORT OF DISCHARGE BEIRUT, LEBANON	PLACE OF DELIVERY			
Hera	rdeus Info:	ITERMORAL COMMENTS	PICK UP DATE PICK UP EMPTY	DROP OFF LOADED
onstruction and submitted DGD will result in a s the shippers account. *** HAZARDOUS NON-DECLARATION FE	s submitted and approved prior to booking being one mis-declaration hazardous fee of \$300. Such declara 18 acc and upon departurs is found to be hazardous a non d	tion will not limit say fines/conts, etc., asso	risted with the mis-declaration and it will be for	

The Merchants are herewith informed that this booking is subject to documentation fees due at destinates, in addition to other local charges, psychie prior in delivery.

For further information places contact your local MSC Agent.

CONTAINERS TO BE DELIVERED AT A RAIL RAMP WILL NOT BE RECEIVED SOONER THAN 3 DAYS FROM THE RAIL RAMP CUTOFF TIME ADVISED BY THE LINE WITH THE EXCLUSION OF CHICAGO. IF CONTAINERS ARE INGATED INTO A RAIL RAMP BEFORE SUCH TIME ANY AND ALL COST THAT WILL ARISE FROM SUCH ACTION WILL BE PASSED TO THE SHIPPER. CHICAGO RAIL RAMP HAS A FIXED FOUR DAYS RECEIVING POLICY AS FOLLOWS:

N ATLANTIC AND ECSA RECEIVE FROM MONDAY TO THURSDAY FAR EAST RECEIVE FROM WEDNESDAY TILL MONDAY S AFRICA AND WEST MED RECEIVE FROM TUESDAY TO FRIDAY

ANY PREPAID FOREIGN CURRENCY WILL BE CHARGED AT THE SAL DATE'S EXCHANGE RATE
PLEASE CONTACT MSC WITHIN 48 HOURS IF ANY CORRECTION TO THIS BOOKING IS NECESSARY

If you should have any questions, please contact Mary Mooney at <a href="mm:mmooney@msc.us">mmooney@msc.us</a> or call 410 831 7567

To track and trace your containers please visit our website at: www.mscgva.ch/tracking



#### MEDITERRANEAN SHIPPING COMPANY(USA) Inc.

12/19/2013 4:32:22PM

**Booking Confirmation** 

Page 3 of 3

WASHINGTON MOVERS				DOCUMENT N	0.	Booking #:038BA	ALIU10511			
					·					
CONTRECT Sandra FOVERAME, MD 20747 Phone: 301-516-1616  CHARGES DUE TO MOS-STOWAGE SECAUSE OF ERRONBOUS BOOKING DETAILS OR DOCK RECEIFT DETAILS WILL BE FOR THE ACCOUNT OF THE SAMPPER OF RECORDS.				FORWARDING AGEN	VT - REFE	RENCES				
				CAROQ SUPPLIER						
ESTIMATED SAILING DATE 2-Jan-2014	THATED BALLING DATE PLACE OF RECEIPT				SERVICE CONTRACT NUMBER 13-306WW					
vessel and voyage number Melina nusszr	L AND VOYAGE NUMBER PORTOF LOADING				LIVE LOAD					
PORT OF DISCHARGE BEIRUT, LEBANON	PLACE O	OF DELIVERY								
REQUESTED / ASSIGNED CONTR. # DESCRIPTION APPOINTMENT DATE INTERNS				BIODAL COMMENTS	1 PICK UP DATE DROP OFF LOADED					
							·			
TOTAL 20'8 TOTAL 40'8 1 TOTAL 45'8 TOTAL 46'8 TOTAL 46'8	,						ing Date Rail; ing Date Yard :	12/28/2013		
TOTAL 458 TOTAL 458 TOTAL 458	AAUR	PATE	DEEDAID	COLLECT	TRUCKEI	Clas	-	12/28/2013		
TOTAL 458 TOTAL 458	SASIS 1	RATE 180.00	PREPAID 150.00 USD	COLLECT	TRUCKER	Clas	-	12/28/2013		
TOTAL 458 TOTAL 458 TOTAL 458 TOTAL 1				COLLECT	TRUCKET	Clas	-	12/28/2013		
TOTAL 40'S TOTAL 45'S TOTAL 45'S TOTAL 1 FREIGHT & CHARGES Fust Additional Burtherps ISPS Export Low Suphur Fust Constitution	1	180.00	150.00 USD 6.00 USD 20.00 USD	COLLECT	TRUCKE	Clas	-	12/28/2013		
TOTAL 45'8 TOTAL 45'8 TOTAL 45'8 TOTAL 1 FREIGHT & CHARGES Fust Additional Surcharge ISPS Export Low Sulphur Fuel Constitution Coven Freignt		180.00 20.00 1,780.00	150.00 USD 8.00 USD 20.00 USD 1,760.00 USD	COLLECT	TRUCKET	Clas	-	12/28/2013		
TOTAL 40'S TOTAL 45'S TOTAL 45'S TOTAL 1 FREIGHT & CHARGES Fuel Additional Burcharge ISPS Export Low Bughtur Fuel Contribution Gosen Fraigne Carrier Security Fee	1 1 1	20,00 20,00 1,780,00 11,00	150.00 USD 6.00 USD 20.00 USD 1,766.00 USD 11.00 USD	COLLECT	TRUCKE	Clas	-	12/28/2013		
TOTAL 45'S TOTAL 45'S TOTAL 45'S TOTAL 5'S TOTAL 5'S FREIGHT & CHARGES FUSI Additional Surcharge ISPS Export Low Suphur Fuel Contribution Ocean Freight Carrier Security Fee Expos Chasses Usage	1	180.00 20.00 1,780.00	150.00 USD 8.00 USD 20.00 USD 1,760.00 USD	COLLECT	TRUCKE	Clas	-	12/28/2013		
TOTAL 45'S TOTAL 45'S TOTAL 45'S TOTAL 1 FREIGHT & CHARGES FURI Additional Burcharge ISPS Export Low Suphur Fuel Contribution Gosen Freignt Carrier Security Fee	1 1 1 1	20,00 20,00 1,780,00 11,00	150.00 USD 6.00 USD 20.00 USD 1,766.00 USD 11.00 USD	COLLECT	E	Clas	ing Data Yard :			
TOTAL 45'8 TOTAL 45'8 TOTAL 45'8 TOTAL 1 FREIGHT & CHARGES FUSI Additional Surcharge ISPS Export Low Suphur Fuel Constitution Ocean Freight Carrier Security Fee Expost Chasses Usage	1 1 1 1	150.00 20.00 1,750.00 11.00 25.00	150.00 USD  20.00 USD  20.00 USD  1,760.00 USD  11.00 USD  25.00 USD  1,904.00 USD	COLLECT	E DA	Class  COOKING TAKEN BY  TE BOOKING TAKEN  COOKING TAKEN	Mary Mooney 19-Dec-2013			

8 AFRICA AND WEST MED RECEIVE FROM TUESDAY TO FRIDAY

ANY PREPAID FOREIGN CURRENCY WILL BE CHARGED AT THE SAIL DATES EXCHANGE RATE

PLEASE CONTACT MSC WITHIN 48 HOURS IF ANY CORRECTION TO THIS BOOKING IS NECESSARY

If you should have any questions, please contact Mary Mooney at <u>mmoonev@msc.us</u> or call 410 631 7567

To track and trace your containers please visit our website at: www.mscgva.ch/tracking

WF APPRECIATE YOUR BUSINESS AND SUPPORT



### | Seagirt Marine INTERCHANGE 4745 MSC: Mediterranean Shipping

TRUCK NUMBER: 654F84

RELEASE: 038BAL1016511

SIZE/TYPE: 40 DR 96

SIZE/TYPE: 40 CZ

9550: WASHINGTON MOVERS, I

20DEC2013 11:34

DRIVER NAME:

CONTAINER: MSCU9119445

CHASSIS: METZ425711

VESSEL: ELIN 352R 1 PORT:

GENERATOR:

FUEL LEVEL:

TEMP: SEALS:

AIR EXCH:

SCALE WT:

GROSS WT: 8750 LB

CARGO WT:

0 LB

In Time: 20DEC2013 10:59

LB





Seagirt Marine PICKUP 4745 MSC: Mediterranean Shipping

are, mentioten mover, : PODEGROSS SOLES COMPACHED ! Œ ÇÇÇÇÎTÊ: ♣ú DA 96 CHASSIS: SIZE/TYPE: GENERATOR: TEMP: AIR EXCH: VESSEL: ELIN 352A 1 . RELEASE: 038BALT016511

0574 CONTAINS FOR TERMINAL PROCEDURES ALL REEFERS must report to the REEFER EXCHANGE AREA



# **BOE EXHIBIT 4**

21409.1940--6/12/2

数学的记录会会

COMMONWE	NUAL HEPORI FALTH OF VIRGINIA RATION COMMISSION					
1. CORPORATION NAME:						
Washington Movers International, Inc.		DUE DATE:	07/31/14			
2. VA REGISTERED AGENT NAME AND OFFICE ADDRI SAM R GHANEM 6714 FORSYTHIA ST	ESS: OFFCR.	SCC ID NO.:	0468838-8			
SPRINGFIELD, VA 22150		5. STOCK INFORMATION				
		CLASS	AUTHORIZED			
3. CITY OR COUNTY OF VA REGISTERED OFFICE: 129-FAIRFAX COUNTY		COMMON	1,000			
4. STATE OR COUNTRY OF INCORPORATION: VA-VIRGINIA						
DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.						
6. PRINCIPAL OFFICE ADDRESS:						
Mark this box if address shown below is correct	If the block to the fell is t address below.	stank or contains lucon	reci data please add or correct the			
ADDRESS: 6714 FORSYTHIA ST	ADDRESS:					
CITY/ST/ZIP SPRINGFIELD, VA 22150	CITY/ST/ZIP					
7. DIRECTORS AND PRINCIPAL OFFICERS:  All directors and principal officers must be listed.  An individual may be designated as both a director and an officer.						
Mark appropriate box unless area below is blank:    Information is incorrect   Delete Information	li the block to the loft is blant box and onler information be	• سيمك	dala, pisase mork appropriato m			
OFFICER DIRECTOR DI		OFFICER	DIRECTOR			
NAME: SAM GHANEM	NAME:					
TITLE: P/T	TITLE:					
ADDRESS: 6714 FORSYTHIA ST	ADDRESS:					
CITY/ST/ZIP: SPRINGFIELD, VA 22150	CITY/ST/ZIP:					
I affirm that the information contained in this report is accurate						

SIGNATURE OF DIRECTOR/OFFICER LISTED IN THIS REPORT

PRINTED NAME AND CORPORATE TITLE

it is a Class 1 misdemeanor for any person to sign a document that is talse in any material respect with intent that the document be delivered to the Commission for filing.

### 21409.1940--6/12/2

### **2014 ANNUAL REPORT CONTINUED**

CORPORATION NAME:
Washington Movers International, Inc.

DUE DATE: 07/31/14 SCC ID NO.: 0468838-8 21409194

7. DIRECTORS AND PRINCIPAL OFFICERS: (continued)	All directors and principal officers must be listed. An individual may be designated as both a director and an officer.					
Mark appropriate box unless area below is blank:	If the block to the tell is blank or contains incorrect data, please mark appropriate					
☐ Information is correct ☐ Information is incorrect ☐ Dolute information	box and enter information below:   Correction Addition Replacement					
OFFICER DIRECTOR	OFFICER DIRECTOR [					
NAME: SAJIH GHANEM	NAME: Sonia Kaovech					
TITLE: VP/EXPORT MNGR	TITLE: Export Manager					
ADDRESS: 818 N ASHTON ST	ADDRESS: 12764 Wood Hollow Drive Apl. 1525					
CITY/ST/ZIP: ALEXANDRIA, VA 22312	CITY/ST/ZIP: Woodbridge, VA 22192					
Mark appropriate box unless area below is blank:	If the block to the left is block as a section is					
☐ Information is correct ☐ Information is incorrect ☐ Delete information	If the block to the left is blonk or contains incorrect date, ploase mark appropriate box and enter information below:  Correction Addition Poptacument					
OFFICER IX DIRECTOR IX	OFFICER   DIRECTOR					
NAME: NORMA GHANEM	NAME:					
TITLE: OFFICE MNGR	TITLE:					
ADDRESS: 6714 FORSYTHIS ST	ADDRESS:					
CITY/ST/ZIP: SPRINGFIELD, VA 22150	CITY/ST/ZIP:					
Mark appropriato box unless troa below is blenk:	it the block to the left is blank or contains incorrect data, please mark appropriate					
Information is correct Information is incorrect Details information	box and enter information below: Correction Addition Proplecement					
OFFICER DIRECTOR	OFFICER DIRECTOR D					
NAME: HANAN HALABI	NAME:					
TITLE: OFFICE MNGR	TITLE:					
ADDRESS: 9111 BALTIMORE ST #1	ADDRESS:					
CITY/ST/ZIP: SAVAGE, MD 20763	CITY/ST/ZIP:					
Mark appropriate box unless area below is blank:	# the block to the full is block as contains to					
Information is correct   Information is incorrect   Delete information	if the block to the lolt is blank or contains incorrect data, please mark appropriate box and enter information below:   Correction Addition Replacement					
OFFICER DIRECTOR D	OFFICER   DIRECTOR					
NAME: SANDRA RODRIGUEZ	NAME:					
TITLE: ACCOUNTING	TITLE:					
ADDRESS: 2404 LADYMEADE DR	ADDRESS:					
CITY/ST/ZIP: SILVER SPRING, MD 20906	CITV/ST/ZIP-					

#### UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND (Southern Division)

UNITED STATES OF AMERICA

VS.

CASE NO. RWT14-0008

SAM GHANEM

## OPPOSED MOTION TO EXTEND THE DATE FOR VOLUNTARY SURRENDER

The Defendant by and through his attorney, Robert C. Bonsib, respectfully requests this Honorable Court to extend the date for the Defendant's voluntary surrender in the above-captioned matter and as reasons therefore states as follows:

- The Defendant has been sentenced as a result of his conviction by a jury of the two
  count indictment in the above captioned matter and sentenced to a term of
  imprisonment. The Defendant is presently scheduled to surrender on September 28,
  2015.
- 2. For the reasons set forth in the attached letter, the Defendant is requesting that his surrender date be extended until October 8, 2015.
- 3. Undersigned counsel has contacted Assistant United States Attorney Christine Manuelian to determine the government's position with respect to this request. The government has advised that it opposes any extension of the surrender date.
- 4. The Defendant's request is reasonable, does not unduly extend the date by which he would be required to serve his sentence and constitutes good cause for a brief extension of the surrender date.

WHEREFORE it is respectfully requested that this Honorable Court extend the date for the Defendant's voluntary surrender to October 8, 2015.

### Case 8:14-cr-00008-RWT Document 117 Filed 09/17/15 Page 2 of 3

Respectfully submitted,

/S/

ROBERT C. BONSIB, ESQ. 64ll Ivy Lane, Suite II6
Greenbelt, Maryland 20770
(30l) 44l-3000
(30l) 44l-3003 (fax)
robertbonsib@marcusbonsib.com
Trial Bar No. 00324

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was sent via ECF this 17<sup>th</sup> day of September, 2015 to Assistant United States Attorney Christine Manuelian, Office of the United States Attorney, 36 South Charles St. Baltimore, MD 21201

/S/

ROBERT C. BONSIB

0

### Case 8:14-cr-00008-RWT Document 117 Filed 09/17/15 Page 3 of 3

September 14, 2015

To whom it may concern,

This letter is to request an extension for my surrender date of September 28th, 2015 to October 8th, 2015. The reasons for the need of an extension are because my company is currently undergoing major changes, such as changing the ownership. Changing the management requires time to make the necessary changes prior to my departure. I need more time to properly train my new partner with our new software system, introducing him to all our major clients, and adding him to all our bank accounts, vendor accounts, etc. and assist with the hiring process of new personnel. I feel that two weeks will not be suffice time to complete all the necessary training that needs to be done. Another major reason is that my assistant/office manager, Sandra Rodriguez, will be traveling out of the country as of September 26, 2015 to October 4, 2015 for family reasons. Her absence is making it impossible to turn myself in on September 28th since she will not be present the first week that I will be gone to train the new staff. Please find attached proof for statements mentioned above.

Your consideration for this request is very much appreciated.

Sincerely,

Sam Ghanem

# Communities the Hinginian



# State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

The name of WASHINGTON MOVERS, INC. was changed to Washington Movers International, Inc. pursuant to a certificate of amendment issued by the Commission effective as of November 07, 2008.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: May 30, 2013

Joel H. Reck, Clerk of the Commission

CIS0502

	Annual Annual State of State of the State of Sta	nd Taxation Business	201410001	P-0)	*****		Search Help
Entity Name: WASHINGTO	W MOVERS INTER	NATIONAL, INC.					
Department ID: F10737153	<b>,</b>	-		•			
General Information	Amendmenta	Personal Property	Certifical	e of Status			
Pescription	Date	Filed	Film	Folio	Pages	View	Order
RESOLUTION	10/	/20/2014 8.30 AM			_	Document	
STATEMENT OF NAME		11/2013 4:15 PM			2	<b>③</b>	
				`	3	<b>(3)</b>	
THIS AMENDMENT RE WASHINGTON MOVER	S INTERNATIONA	S THE NAME CHANGE AL, INC.	FROM: WAS	HINGTON M	OVERS, I	NCORPORAT	TED. TO:
RESOLUTION		23/2013 3:09 PM		ı	2	<b>©</b>	8
RESOLUTION	09/	14/2011 10:35 AM			2	<b>®</b>	
QUALIFICATION	07/0	06/2005 3.42 PM	B00827	0545	2	427	

#### BEEF WILD DUR. DIVING TO

·		WILL DOCUMENT
DOCUMENT CODE 32A	BUSINESS CODE	I MAIOR (IN) ANNA DILLI ROMA HAN BRILL QUE D'ANT BLOU BRAN ARRE LIMI LIGRA DI LE CORRECCIO L'ARCE
F10737153		
Clase Stock	Nonstock	1000362005537271
P.A. Religious	<del></del>	
Merging (Transf eror)		
		ID N F10737153 ACK N 1000362005537271 PAGES: 0003 WASHINGTON MOVERS INTERNATIONAL, INC.
Surviving (Transferee)	``\	07/11/2012 OT 04.15 B U0 # 0004157212
	·	New Name Washington Movers Unternational clac.
		International class.
	FEES REMITTED	
D D.	<i>35</i>	/
Base Fee: Org. & Cap. Fee;		Change of Name
Expedite Fee:		Change of Principal Office Change of Resident Agent
Penalty:	169	Change of Resident Agent Change of Resident Agent Address
State Recordation Tax: State Transfer Tax:		Resignation of Resident Agent
Certified Copies		Designation of Resident Agent
Copy Fee:		and Resident Agent's Address
Certificates		Change of Business Code
Certificate of Status Fee: Personal Property Filings: Mail Processing Fee:		Adoption of Assumed Name
Other:		Other Change(s)
TOTAL FEES:	194	
Credit Card Check	Cash	Code
Documents on Check	cr.	Attention:
	•	Mail: Name and Address
pproved By:		MASHINGTON HOVERS INTERNATIONAL, INC. 7813 CRYDEN MAY
eyed By:	_	DISTRICT HEIGHTS ND 20747-4508
OMMENT(S):		

CUST ID:0002959733 MORK ORDER:0004167313 DATE:08-21-2013 12:39 PM OMT. PAID:\$219.00

# Commonwealth of Hirginia



# State Corporation Commission

## CERTIFICATE OF GOOD STANDING

# I Certify the Following from the Records of the Commission:

That Washington Movers International, Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is July 11, 1996;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

CUST ID:0002950733 WORK ORDER:0004167313 DATE:08-21-2013 12:39 PM AMT. PAID:\$219.00



Signed and Sealed at Richmond on this Date: July 8, 2013

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1307085780

# Communities of Hinginian



# State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

The name of WASHINGTON MOVERS, INC. was changed to Washington Movers International, Inc. pursuant to a certificate of amendment issued by the Commission effective as of November 07, 2008.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: May 30, 2013

Joel H. Peck, Clerk of the Commission

180502

BOE Ex. 8

#### FEDERAL MARITIME COMMISSION

ħ	n	CKET	NO	15 10
15		<b></b>	TYLD.	13-111

REVOCATION OF LICENSE NO. 017843 WASHINGTON MOVERS, INC.

#### ORDER TO SHOW CAUSE

#### VERIFIED STATEMENT OF SANDRA L. KUSUMOTO

- 1. My name is Sandra L. Kusumoto and I am the Director of the Bureau of Certification and Licensing (BCL) of the Federal Maritime Commission (Commission). My office address is 800 North Capitol Street, Suite 970, Washington, DC 20573. I have been employed by the Commission for the past 31 years, and in my current position for the past 13 years. I am familiar with the facts stated herein and am authorized to provide this statement.
- 2. BCL has responsibility for reviewing and acting upon applications for ocean transportation intermediary (OTI) licenses and maintaining records and databases concerning applicants and licensees. BCL also has responsibility for managing all activities with respect to evidence of financial responsibility for OTIs and maintaining records in connection therewith. 46 C.F.R. §501.5(g).

- 3. In my capacity as the Director, I have responsibility for the overall supervision of BCL's various functions. 46 C.F.R. §501.26. I have reviewed the Commission's licensing records as they relate to Washington Movers, Inc. (Washington Movers or Respondent) and found the following:
- 4. Washington Movers is a Virginia corporation qualified to do business as a foreign corporation in Maryland. According to the Commission's Regulated Persons Index (RPI), Respondent's business address is 7913 Cryden Way, Forestville, MD, 20147.
- 5. BCL records identify Sam R. Ghanem as the principal of the company, its President, and Qualifying Individual (QI). According to the Form FMC-18 filed and signed by Mr. Ghanem in 2003 on behalf of Respondent, he is the sole owner of the company.
- 6. Records maintained by BCL indicate that Respondent obtained license no. 017843 to operate as an ocean freight forwarder (OFF) on April 8, 2003. It subsequently added non-vessel-operating common carrier (NVOCC) authority to its license on June 29, 2005.
- Records maintained by BCL indicate that Respondent maintains a freight forwarder bond in the amount of \$50,000 and a NVOCC bond in the amount of \$75,000. Both bonds are currently in effect. The surety on both bonds is International Fidelity Insurance Co., Newark, NJ. (Org. No. 015198).
- 8. On or about October 28, 2014, BCL staff received a telephone inquiry from Special Agent Timothy Harvey of the Federal Bureau of Investigation for verification of the issuance of an OTI license to Washington Movers, Inc. This was followed with a request for screen shots of the Commission's RPI database with respect to Respondent's license, for use in a criminal trial against Sam Ghanem, Respondent's owner, President and QI. On

<sup>&</sup>lt;sup>1</sup> Records of the Maryland Department of Assessment and Taxation reflect the same street address and zip code for the company but indicate that the city is District Heights, MD.

information and belief, Mr. Ghanem had been arrested in December 2013 and indicted for attempting to smuggle weapons to Lebanon through his company, Washington Movers. The requested materials were provided under a certification by BCL's Office of Transportation Intermediaries on November 3, 2014. BCL also alerted the Commission's Bureau of Enforcement (BOE) of the criminal proceeding for possible enforcement action relating to the company's OTI license.

- 9. On information and belief, Mr. Ghanem was convicted on May 1, 2015 of unlawfully attempting to export defense articles that are prohibited from export to Lebanon in violation of the Arms Export Control Act, 22 U.S.C. § 2278, and of unlawfully smuggling goods from the United States in violation of 18 U.S.C. § 554. On August 12, 2015, the U.S. District Court for the District of Maryland sentenced Mr. Ghanem to 18 months incarceration, followed by a term of 3 years of supervised release, and assessed a fine of \$70,734.24. Mr. Ghanem did not appeal and has commenced serving his sentence in a federal correctional institution.
- 10. The Commission's Order To Show Cause, served Oct. 8, 2015, directed Respondent to show cause why its license should not be revoked based on: (a) Mr. Ghanem is no longer qualified to render intermediary services as a result of his felony conviction of federal crimes related to his company's OTI business; (b) Washington Movers' failure to report to BCL changes in the facts originally recited on its FMC-18 application, specifically, the arrest, indictment, trial and conviction of its President and QI; and (c) Washington Movers' failure to submit an application for approval of a change to its OTI license to reflect a new corporate name that occurred in 2008.

- 11. Respondent filed its Reply to Order to Show Cause on Nov. 2, 2015, which I have reviewed.
- 12. The records of Virginia's State Corporation Commission disclose that Washington Movers changed its corporate name to Washington Movers International, Inc., effective November 7, 2008. The records of the Maryland Department of Assessments and Taxation disclose that this name change was filed with it on July 11, 2013.
- 13. At no time prior to institution of this proceeding did Washington Movers file an application seeking approval to change the name on its license, nor take any steps to notify BCL of the corporate name change. The Commission's OTI regulations set forth a limited set of changes with respect to a licensee's ownership or corporate status for which prior approval by the Commission must be obtained, 46 C.F.R. §515.18 (a) (1)-(6). A revised bond also must be filed with the Commission reflecting the amended corporate name of the OTI licensee, 46 C.F.R. §515.21. The Commission's regulations iterate the above requirements in that no licensee may conduct OTI business except under the name in which its license is issued, 46 C.F.R. §515.31(a). See also 46 C.F.R. §515.14(b) (OTI license is "limited exclusively to use by the named licensee and shall not be transferred without prior Commission approval to another person.")
- 14. As the licensee, Washington Movers was obligated to file an FMC-18 application for prior approval by the Commission to change the name on its license. See 46 C.F.R. §515.18(a)(5). The licensee's website, <a href="www.wmius.com">www.wmius.com</a>, reflects that the company has been continuously holding itself out to the public under its amended corporate name. I conclude that Washington Movers has been in continuous violation of this regulation for over 7 years.

- 15. At no time prior to institution of this proceeding did Washington Movers notify BCL of the December, 2013 arrest, and subsequent indictments, trials, and conviction of its sole owner, President and QI. As the licensee, Washington Movers was required to report changes in facts submitted on its original FMC-18 application by filing an amended FMC-18 application within 30 days of the occurrence of a change in material fact. See 46 C.F.R. §515.12(d). In this regard, the OTI licensing application, Form FMC-18, Part B, question 7, and Part D, question 13 require disclosure of arrests, charges, and convictions of company officers, owners, and QIs. Such information is material to the Commission's initial investigation of an applicant's qualifications for licensing, 46 C.F.R. §515.13 and §515.15, and remains a material consideration to a licensee's continued qualification to retain an OTI license, 46 C.F.R. §515.16 (1), (4).
- 16. As an OT1 licensee, Washington Movers was obligated to file an FMC-18 application to notify the Commission of changes in material facts relating to such licensee, 46 C.F.R. §515.12(d). Beginning no later than 30 days following Mr. Ghanem's arrest in December 2013, continuing through the dates of his indictment (Jan. 6, 2014), criminal conviction following trial by jury (May 1, 2015), subsequent sentencing to Federal prison (August 12, 2015) and through the present date, Respondent failed to report any changes in facts as to the character of Washington Movers and its qualifying individual, Mr. Ghanem. See 46 C.F.R. §515.13(c), §515.15(a), and §515.16 (1), (4). I conclude that Washington Movers has been in continuous violation of 46 C.F.R. §515.12(d) since at least January 2014.
- 17. In Respondent's Reply to the Order to Show Cause, Washington Movers represents, for the first time, that Sam Ghanem's 100 percent ownership of the company was transferred to Norma Ghanem on December 31, 2013, effective Jan. 1, 2014. Corresponding to the

purported transfer of ownership, Washington Movers asserts that Sam Ghanem was removed as an officer and director of the licensee, and replaced by Norma Ghanem as sole officer and director. The records of Virginia's State Corporation Commission refute this representation. The 2014 Annual Report filed on behalf of Washington Movers on June 12, 2014, was signed by Mr. Sam Ghanem on June 10, 2014, in his continued capacity as an officer and director. He is also identified as the company's Registered Agent.<sup>2</sup> Norma Ghanem is identified as Office Manager and an additional officer and director. Additional individuals identified as officers are Sonia Kaovech, Export Manager, and Sandra Rodriguez. Contrary to Respondent's assertions, Sam Ghanem was still serving as an officer and director of the company well beyond the January 1, 2014, date and Norma Ghanem did not and has not replaced him in the manner so recently represented by Washington Movers.

- 18. The Commission's regulations require notice of the resignation or removal of a corporate QI and the designation of a replacement QI within 30 days of such occurrence. 46 C.F.R. §515.18(c). At no time prior to institution of this proceeding has Washington Movers provided notice to BCL of the removal/resignation of its corporate QI.
- 19. Under 46 C.F.R. §515.11(b)(3), the qualifying individual (QI) of a corporate licensee must be an active officer of the company. If it were assumed that Washington Movers' factual representations as to Mr. Ghanem's removal were true, Respondent has operated, and continues to provide OTI services, without an approved QI since Jan. 1, 2014. However, even if Mr. Ghanem remains an officer of the company, his incarceration precludes him from actively participating in the company's activities. In that posture, he is not qualified

<sup>&</sup>lt;sup>2</sup> The State Corporation Commission's website does not reflect any filing by Washington Movers of the company's 2015 Annual Report.

to serve as the QI. The obligations to notify the Commission of a licensee's changes in organizational structure and material facts relating to its officers, directors, and QI, and seek appropriate approvals necessitated by those changes, are the responsibility of the licensee. Washington Movers has failed to comply with these regulatory requirements and has been in continuous violation of the Commission's regulations in its own right, wholly apart from Mr. Ghanem's felony conviction.

- 20. In its Reply, Respondent contends that Mr. Ghanem's conduct is independent of and unrelated to Washington Movers. BCL disagrees with such a claim. As the owner, President, director, and QI of Washington Movers, Mr. Ghanem's criminal conduct has a direct bearing on the license holder's character to act as an ocean transportation intermediary. A corporation can only act through individuals and the requisite character of a corporate applicant or licensee can only be measured by the character of the individuals responsible for charting the company's courses of action. For this reason, the Commission's regulations provide that only active officers may qualify a corporate applicant. 46 C.F.R. §515.11(b). To this end, the FMC-18 application elicits personal information about officers, directors, stockholders of a corporate applicant to include incidents of arrests, charges, convictions, collateral forfeitures, judgments, liens, bankruptcies. See Part B, question 7, and Part D, question 13.
- 21. When Washington Movers obtained its license, the determination of its character to act as an OTI was necessarily based on the character of Sam Ghanem as the sole owner, officer, and stockholder of the company. Just as Mr. Ghanem's character enabled the issuance of Washington Movers' license, his subsequent criminal conduct was relevant to his character

- and hence the character of Washington Movers to act as an ocean transportation intermediary.
- 22. On information and belief, Mr. Ghanem's conviction was based on evidence demonstrating that he utilized Washington Movers as the instrumentality to attempt to export and smuggle weapons from the United States to Lebanon in violation of two federal statutes. According to sentencing documents filed in the criminal proceeding, his activities were conducted under the auspices of Washington Movers' OTI license and included booking the subject shipment with a vessel operating common carrier, picking up the empty shipping container and bringing it to the Washington Movers' facility for loading, loading the container for shipment, issuing shipping documents, and arranging the movement of the container to port. These are traditional OTI activities, within the purview of Washington's Mover's OTI license. See 46 C.F.R. 515.2(i) and (l) (defining freight forwarding services and NVOCC services, respectively.) In concealing weapons in a shipment booked and loaded by Washington Movers, Mr. Ghanem's actions were dependent upon and flowed directly from his company's status as a licensed OTI.
- 23. In BCL's view, a felony conviction for violating federal laws related to activities conducted under an OTI license establish that the licensee is not qualified to continue rendering OTI services. Revocation of Washington Movers' license is appropriate under 46 C.F.R. §515.16(a)(1) and/or (4).
- 24. Mr. Ghanem's purported separation from serving as an active officer of Washington Movers in January 2014 but presented for the first time at hearing herein, appears to be a material misrepresentation to the Commission which further supports revocation of its license. In addition, Mr. Ghanem's incarceration, a fact not disclosed by Washington

Movers to BCL, disqualifies him as an active officer of the company who may serve as QI. Washington Movers does not now have an approved QI, and should not be conducting OTI services at the present time.

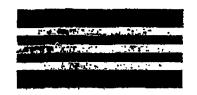
I declare, under penalty of perjury, that the foregoing statements are true and correct.

Sandra L. Kusumoto

Director

Bureau of Certification and Licensing

Executed this 17th day of Mouentin, 2015.



# 2015 ANNUAL REPORT COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION



1.	CORPORATION NAME	
	Washington Movers International,	inc.

DUE DATE: 7/31/2015

SCC ID NO.: 0468838-8

2. VA REGISTERED AGENT NAME AND ADDRESS: OFFICER.

SAM R GHANEM 6714 FORSYTHIA ST SPRINGFIELD VA 22150 5. STOCK INFORMATION:

CLASS	AUTHORIZED
COMMON	1,000
	,

3. CITY OR COUNTY OF VA REGISTERED OFFICE: 129 - FAIRFAX COUNTY

4. STATE OR COUNTRY OF INCORPORATION: VA - VIRGINIA

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

#### 6. PRINCIPAL OFFICE ADDRESS:

Mark this box if address shown below is correct	If address is blank or incorrect, add or correct below.				
ADDRESS: 6714 FORSYTHIA ST	ADDRESS:				
,					
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/ST/ZIP:				

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.

An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank:  Information is correct. Information is incorrect. Delete information.	If information at lower left is incorrect or blank, please mark appropriate box and enter information below. Correction Addition Replacement
NAME: SAM GHANEM  OFFICER X DIRECTOR X	OFFICER DIRECTOR
TITLE: PAT	TITLE:
ADDRESS: 6714 FORSYTHIA ST	ADDRESS:
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

SIGNATURE OF DIRECTORYOFFICER
LISTED IN THIS REPORT

DATE

DATE

| Comparison | Com

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

**CIS0360** 

#### 2015 ANNUAL REPORT CONTINUED

CORPORATE NAME: Washington Movers International, Inc.

DUE DATE: 7/31/2015 SCC ID NO.: 0468838-8

7 DIRECTORS AND PRINCIPAL OFFICERS (continued):

All directors and principal officers must be listed.

7. DINEOTONO AND FRENOTE AC OFFICENS (COMBINED).	An individual may be designated as both a director and an officer.
Mark appropriate box unless area below is blank:  Information is correct information is incorrect. Information	if information at lower left is incorrect or blank, please mark appropriate box and enter information below:   Correction   Addition   Replacement
OFFICER X DIRECTOR X NAME; NORMA GHANEM	OFFICER X DIRECTOR X NAME: Norma Ghanem
TITLE: OFFICE MNGR	TITLE: President/ Secretary/ Treasurer
ADDRESS: 6714 FORSYTHIS ST	ADDRESS: 6714 Forsythia Street
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/ST/ZIP: Springfield, VA 22150
Mark appropriate box unless area below is blank:  Unformation is incorrect Delete information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below:   Correction DAddition DReplacement
OFFICER X DIRECTOR NAME: SONIA KAOVECH	NAME:
TITLE: EXPORT MANAGER	TITLE:
ADDRESS: 12764 WOOD HOLLOW DRIVE APT 1525	ADDRESS:
CITY/ST/ZIP: WOODBRIDGE VA 22192	CITY/ST/ZIP:
Mark appropriate box unless area below is blank:  Ill information is correct	If information at lower left is incorrect or blank, please mark appropriate box and enter information below:   Correction   Addition   Replacement
Mark appropriate box unless area below is blank:  Information is correct	
☑ Information is correct ☐ Information is incorrect ☐ Dalete Information  OFFICER X DIRECTOR ☐	and enter information below: Correction CAddition Replacement  OFFICER DIRECTOR
☐ Information is correct ☐ Delete Information  OFFICER X DIRECTOR ☐  NAME: SANDRA RODRIGUEZ	and enter information below.   OFFICER DIRECTOR NAME:
☐ Information is correct ☐ Delete Information  OFFICER X DIRECTOR ☐  NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING	and enter information below: Correction CAddition Replacement  OFFICER DIRECTOR NAME:  TITLE:
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906	And enter Information below: Correction CAddition Replacement  OFFICER DIRECTOR NAME:  TITLE:  ADDRESS:
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906	and enter information below: Correction Addition Replacement  OFFICER DIRECTOR MAME:  TITLE:  ADDRESS:  CITY/ST/ZIP:  If information at lower left is incorrect or blank, please mark appropriate box
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906	And enter Information below: Correction Caddition Replacement  OFFICER DIRECTOR DIRECTOR ADDRESS:  CITY/ST/ZIP:  If information at lower laft is incorrect or blank, please mark appropriate here.
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906  Mark appropriate box unless area below to blank:  Information is correct Information be incorrect Information  OFFICER DIRECTOR	and enter Information below:   OFFICER DIRECTOR   NAME:  TITLE:  ADDRESS:  CITY/ST/ZIP:  If information at lower left is incorrect or blank, please mark appropriate box and enter information below:   OFFICER DIRECTOR   OFFICER DIRECTOR
Minformation is correct □ Information is incorrect □ Dateta Information  OFFICER X DIRECTOR □  NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906  Mark appropriate box unless area below is blank: □ Information is correct □ Information is incorrect □ Datete information  OFFICER □ DIRECTOR □  NAME:	And enter Information below: Correction Addition Replacement  OFFICER DIRECTOR MAME:  TITLE:  ADDRESS:  CITY/ST/ZIP:  If information at lower faft is incorrect or blank, please mark appropriate box and enter information below: Correction Addition Replacement  OFFICER DIRECTOR MAME:
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906  Mark appropriate box unless area below to blank: Information is correct Information to information information is correct Information to Information Informa	And enter Information below: Correction Addition Replacement  OFFICER DIRECTOR MAME:  TITLE:  ADDRESS:  CITY/ST/ZIP:  If information at lower left is incorrect or blank, please mark appropriate box and enter information below: Correction Addition Replacement  NAME:  OFFICER DIRECTOR MAME:  TITLE;
OFFICER X DIRECTOR NAME: SANDRA RODRIGUEZ  TITLE: ACCOUNTING  ADDRESS: 2404 LADYMEADE DR  CITY/ST/ZIP: SILVER SPRING MD 20906  Mark appropriate box unless area below is blank:  Information is correct Information to incorrect Information  OFFICER DIRECTOR NAME:  TITLE:  ADDRESS:	And enter Information below: Correction Addition Replacement  OFFICER DIRECTOR MAME:  TITLE:  ADDRESS:  City/st/zip:  If information at lower left is incorrect or blank, please mark appropriate box and enter information below: Correction Addition Replacement  NAME:  OFFICER DIRECTOR MAME:  TITLE;  ADDRESS:

CI\$0360

#### Serdar EKTIK

From:

Bengisu Kilic <bengisu@turkonamerica.com>

ent:

Monday, April 07, 2014 10:21 AM

o:

'Sandra Rodriguez'

Cc:

'Serdar Ektik'; 'Sam Ghanem'

Subject:

RE: Turkon Line

Attachments:

SCHEDULE#14.pdf

Dear Sandra,

I filed your contract with FMC. You can start booking according to your SVC rates now.

Attached is our latest sailing schedule for your reference.

Welcome on board!

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

pm: Sandra Rodriguez [mailto:airdocs@wmius.com]

nt: Monday, April 07, 2014 10:07 AM

fo: 'Bengisu Kilic'

Cc: 'Serdar Ektik'; 'Sam Ghanem'

Subject: RE: Turkon Line

Please see the attached.

#### Best Regards,



Sandra Rodriguez Air Documentation 7913 Cryden Way District Heights, MD 20747 T: 301.516.3000.Ext.14

F:301.516.1515

Email: airdocs@wmius.com

www.wmius.com

rom: Bengisu Kilic [mailto:bengisu@turkonamerica.com]

Sent: Monday, April 07, 2014 9:29 AM

To: 'Sandra Rodriguez'

Cc: 'Serdar Ektik'

Subject: RE: Turkon Line

ear Sandra,

Please see attached for your service contract. Please return it to our attention for filing once signed.

Thank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sandra Rodriguez [mailto:airdocs@wmius.com]

Sent: Monday, April 07, 2014 9:01 AM

To: 'Bengisu Kilic'

Subject: RE: Turkon Line

Good Morning Bengisu,

The signatory is SAM GHANEM he is the President.

ınk you,

Best Regards,



Sandra Rodriguez Air Documentation 7913 Cryden Way District Heights , MD 20747 T: 301.516.3000.Ext.14

F:301.516.1515

Email: airdocs@wmius.com

www.wmius.com

From: Bengisu Kilic [mailto:bengisu@turkonamerica.com]

Sent: Monday, April 07, 2014 8:54 AM

**To:** 'Sandra Rodriguez' **Spject:** RE: Turkon Line

od morning Sandra,

Thank you for the documents.

Could you please also advise who the signatory is for the contract, along with his/her title?

ank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sandra Rodriguez [mailto:airdocs@wmius.com]

**Sent:** Friday, April 04, 2014 5:02 PM **To:** bengisu@turkonamerica.com

Subject: RE: Turkon Line

Please see the attached. Please send contract for Washington Movers.

#### Best Regards,

ndra Rodriguez
Air Documentation
7913 Cryden Way
District Heights , MD 20747

T: 301.516.3000.Ext.14

F:301.516.1515

Email: airdocs@wmius.com

www.wmius.com

From: Bengisu Kilic [mailto:bengisu@turkonamerica.com]

Sent: Wednesday, April 2, 2014 2:56 PM

To: <a href="mailto:sam@wmius.com">sam@wmius.com</a>
Cc: 'Serdar EKTIK'

Subject: RE: Turkon Line

Dear Sam,

Nice speaking to you on the phone.

er our conversation, please send me below documents to prepare your service contract.

- 1) NVOCC license
- 2) OTI bond

3) Name and title of the signatory

Attached is our latest sailing schedule for your reference.

will also work on inland rate from 20747 and advise the door rate.

Thank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Bengisu Kilic [mailto:bengisu@turkonamerica.com]

Sent: Wednesday, April 02, 2014 12:02 PM

To: 'sam@wmius.com'
Subject: RE: Turkon Line

Dear Sam,

Thank you for contacting us.

Please see below for our rates to Mersin (in transit to Iraq). These rates are valid against 100 TEU commitment.

#### SED AUTOMOBILES (IN -TRANSIT TO IRAQ) PORT/PORT (CY/FREE OUT):

NEWYORK/NORFOLK to MERSIN

40' HC/ \$1650, Plus \$21 for ISPS, \$50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 (Per BOL).

#### **SAVANNAH / MERSIN**

40' HC/ USD \$2000, Plus USD 21 for ISPS, USD 50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 per Bill of lading.

Above rates are inclusive of U.S. CONTAINER YARD CHARGE and BAF but subject to applicable tariff surcharges of ISPS, B/L Fee, TAM) and local charges and FREE OUT at POD unless otherwise specified.

The following fees and surcharges are applicable tariff surcharges currently in place:

USD 21 Per Container – Security Charges (ISPS)

A Bill of lading fee of USD 50 per Bill of lading for documentation

A TAM surcharge of USD 25 per Bill of lading

ur feedback is important to us.

Please feel free to contact me if you have any questions.

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sam Ghanem [mailto:sam@wmius.com]
Sent: Wednesday, April 02, 2014 9:43 AM

To: 'Serdar EKTIK'

Subject: RE: Turkon Line

Good morning

I would like to know what is the rate for ocean if you please send me the rate for a 50 containers contract.

Thanks

From: Serdar EKTIK [mailto:serdar@turkonamerica.com]

Sent: Tuesday, April 1, 2014 4:06 PM

To: <a href="mailto:sam@wmius.com">sam@wmius.com</a>
Subject: Turkon Line

Test...

**RGDS** 

rdar Ektik rketing MGR. rurkon America Inc.



#### TURKON LINE SAILING SCHEDULE

TURKON AMERICA INC. 100 Plaza Drive Secaucus, NJ 07094

201-866-6966 888-988-7666 201-866-6529

		IBRAHIM DEDE 2361402EUS	CAFER DEDE 2311402EUS	KAAN KALKAVAŅ 2351402EUS	MUKADDES KALKAVAN 2291403EUS	MUSTAFA DAYI 2051403EUS	IBRAHIM DEDE 2361403EUS
MERSIN	ETS	10-Mar	18-Mar	26-Mar	8-Apr	15-Apr	25-Apr
ALEXANDRIA	ETS	12-Mar	20-Mar	27-Mar	10-Apr	17-Apr	27-Apr
ISTANBUL	ets	15-Mar	23-Mar	31-Mar	12-Apr	19-Apr	29-Apr
EVYAP	ETS	16-Mar	23-Mar	30-Mar	13-Apr	20-Apr	30-Apr
GEMLIK	ETS	16-Mar	24-Mar	1-Apr	14-Apr	21-Apr	1-May
IZMIR	ETS	20-Mar	27-Mar	3-Apr	15-Apr	22-Apr	2-May
NEW YORK	ETS	4-Apr	11-Apr	17-Apr	29-Apr	8-May	19-May
NORFOLK	ETS	6-Apr	13-Apr	20-Apr	1-May	10-May	21-May
SAVANNAH	ETS	8-Apr	15-Apr	22-Apr	3-May	12-May	23-May
MERSIN	ETA	24-Apr	1-May	8-May	19-May	28-May	8-Jun
ALEXANDRIA	ETA	26-Apr	3-May	10-May	NO CALL	30-May	10-Jun
ISTANBUL	ETA	28-Apr	5-May	12-May	23-May	1-Jun	12~Jun
EVYAP	ETA	29-Apr	6-May	13-May	24-May	2-Jun	13-Jun
GEMLIK	ETA	30-Apr	7-May	14-May	25-May	3-Jun	14-Jun
IZMIR	ETA	1-May	8-May	15-May	26-May	4-Jun	15-Jun
ASHDOD*	ETA	PLEASE SEE THE ATTA	CHED EASTERN MEDI	TERRANEAN TRANSS	HIPMENT SERVICE S	HEDULE FOR ISRAEL	
HAIFA*	ETA	PLEASE SEE THE ATTA	CHED EASTERN MEDI	TERRANEAN TRANSS	HIPMENT SERVICE SC	HEDULE FOR ISRAEL	
BEIRUT*	_	PLEASE SEE THE ATTA					

<sup>\*</sup> TRANSSHIPMENT VIA MERSIN PORT

Rate Requests: sales@turkonamerica.com

Export cargo received no earlier than 7 days prior to sailing.

All Export Documentation MUST be received by cargo c/o date, otherwise it is subject to being rolled. All charges are for the account of the cargo.

Vehicles, Hazardous must be booked & delivered 72 hours prior to sailing.

Remarks:

NEW YORK; APM Terminal

# 866-855-8552

5080 McLester SL, Elizabeth NJ 07207

Firms Cade: E425

Web site; http://www.apmlermicels.com/americas/portelizabotiv

NORFOLK; NORFOLK INTERNATIONAL TERMINAL (NIT/ORF)

SAVANNAH; GARDEN CITY TERMINAL (SAV)

# 757-440-7000 # 912-964-3811 Week #14 April 2, 2014



## Federal Maritime Commission Service Contract Filing System



### **Service Contract File Upload(s)**

Welcome User ID: williamwoodroffe Session ID: 2115582063 Date: 4/7/2014 10:09:51 AM

Here is your upload status:

		)	Original Contract FMC Number	Effective Date	Confirmation Number	File Name	File Size Bytes
014782	2014-667	0	907518	4/7/2014	2bd91a4a	SC2014-667.docx	42558

# TURKON CONTAINER TRANSPORT AND SHIPPING INC. SERVICE CONTRACT NO: 2014-667 Amend No 0

#### ESSENTIAL TERMS ATFI TARIFF NO.003

1. SCOPE: This contract shall apply to the transportation of commodities listed in paragraph 3 hereof from the following origin ports/points to the following destination ports/points:

Origin Ports/Points New York, Norfolk, Savannah

Destination Ports/Points Mersin

- 2. Service and Volume: Shipper agrees to ship a minimum of 100 TEU's of the commodities listed in paragraph 3 hereof from the above listed origin to the above listed destinations on the vessels of the carrier during the term of this contract. Carrier agrees to provide space sufficient to carry the foregoing minimum amount of cargo.
- 3. Commodities: This contract applies to the transportation of the following commodities:
  Used automobile (in-transit to IRAQ)
- 4. Duration: This contract shall become effective on April 7, 2014 or the date it is filed with the U.S. Federal Maritime Commission, whichever is later, and shall expire on March 4, 2015.

#### **SERVICE CONTRACT NO: 2014-667**

AMENDMENT No: 0

17/2014

This contract is entered into by Turkon Container and Transportation Inc -FMC 014782-001 ("Carrier") and Washington Movers, Inc. -FMC 017843F ("Contractor") and sets forth the contract of Carrier and Contractor with respect to the transportation of cargo between ports and points in the United States, and worldwide ports and points specified in term 2.

Term 1 - Duration of the contract

From April 7, 2014 or the date of filing with FMC whichever is latest. Through March 4, 2015

Term 2 - Origin

New York (NYC) Norfolk (ORF) Savannah (SAV)

Term 3 - Destination

Mersin (MER)

Term 4 - Commodities

USED AUTOMOBILE (In-transit to Iraq)

**Term 5 - Minimum Volume Commitment** 

A. During the term of the contract, the Contractor agrees to tender for shipment on Carriers a minimum of 100 TEUS of the commodities listed in Term 4 of the contract (herein after the MVC). For satisfying the minimum quantity the following shall apply;

Oft.container shall be equal to one (1) TEU 40ft. std or HC container shall be equal to two (2) TEU'S

- B. Contractor agrees to provide Carrier with a minimum of 14 days booking notice. Carrier may, but are not required, to accept cargo tendered on less than 14 days' notice.
- C. Contractor agrees to declare the destination before vessel cut off time announced by Carrier for each specific voyage, failing which the Carrier have no obligation to load such cargo. In the event Contractor fails to declare the destination and Carrier elects not to load the cargo, Contractor agrees to pay all/any costs associated with devanning and/or inland movement for any cargo not loaded, as well as any demurrage charges applicable to such cargo.
- **D.** All freight and other charges are payable to the Carrier as of the date of sailing from the port of loading unless otherwise agreed by Carrier through a credit application and agreement, as set forth in governing tariff or as provided in the service contract. In the event shipment is a collect shipment, freight and charges shall be payable to the Carrier prior to delivery of the shipment to consignee. In any event, Contractor shall be liable for unpaid freight and charges not paid in accordance with applicable tariffs, this contract, or a credit agreement.

**Term 6 - Service Commitments** 

During the term of this contract the Carrier agrees to make available to Contractor adequate vessel space to carry the MVC evenly distributed over this term of this contract; provided however, that movement on specific vessels will be on a space available basis only. In the event at the end of the contract period the Carrier have not been able to supply the above mentioned amount of space, Term 8(B) hereof shall apply.

SVC No : 2014-667 Amendment Nr 0

#### Term 7 - Contract Freight Rates

#### USED AUTOMOBILES (IN -TRANSIT TO IRAQ) PORT/PORT (CY/FREE OUT):

### NEWYORK/NORFOLK to MERSIN

40' HC/ \$1650, Plus \$21 for ISPS, \$50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 (Per BOL).

#### SAVANNAH / MERSIN

40' HC/ USD \$2000, Plus USD 21 for ISPS, USD 50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 per Bill of lading.

Above rates are inclusive of U.S. CONTAINER YARD CHARGE and BAF but subject to applicable tariff surcharges of ISPS, B/L Fee, TAM) and local charges and FREE OUT at POD unless otherwise specified.

#### NOTES:

#### A. HAZARDOUS SURCHARGE:

Class 2, 3, 4, 5, 6, 8, 9: USD 100/20' - USD 200/40' (USEC/TURKEY)

#### Wass 1, 7: NOT ACCEPTABLE (USEC/TURKEY)

cceptance of hazardous will always be subject to carriers (Turkon) approval

B. "If at any time during the term of this contract, the carrier publishes in its governing tariff (s) a general increase ("GRI") applicable to any or all of the rates in the contract, it shall provide 30 days written notice of the GRI to the shipper. If the parties mutually agree, the published GRI amount, or any other amount mutually agreed to, will apply to the rates in this contract. If the parties are unable to mutually agree on a GRI amount, either party may terminate this contract upon 30 days written notice to the other party. Upon termination, the shipper's minimum quantity commitment shall be pro-rated in the same proportion the revised contract term bears to the original contract term"

Rates are subject to all applicable surcharges and accessorials as per governing tariff in effect at time of shipment unless otherwise noted.

#### **Term 8 - Liquidated Damages for non Performance**

A. In the event that Contractor fails to tender the MVC, Contractor shall be liable for liquidated damages calculated by deducting the actual number of TEUS shipped hereunder from the MVC and multiplying the TEU deficit by USD 125 per TEU. Contractor agrees to pay this amount to the carrier within 30 days following written notice from that agreement.

**B.** If at the end of the contract period Carrier has been unable to supply the adequate vessel capacity in accordance with Term 5, Carrier agrees to pay and Contractor agrees to accept, in lieu of all other damages, liquidated damages calculated deducting the actual number of TEUs shipped hereunder from the MVC and multiplying the TEU deficit, if any, by USD \$100 per TEU.

Damages paid under this clause shall be the parties' exclusive remedy for breach of this contract and no party shall be liable for any other direct, indirect or consequential damages.

#### rm 9 - Force Majeure

btwithstanding any other provision of this contract, and to the extent the Carrier or the Contractor may fail to meet any obligation imposed by its terms owing to force majeure, performance of this contract shall, to that extent be

SVC No : 2014-667 Amendment Nr 0

deemed to have been frustrated and no cause or action for breach of liability thereunder arise as consequence hereof.

for the purpose hereof, the term Force Majeure shall mean and include, without reservation or restriction, strikes, lockouts or exceptional circumstances arising from the threat thereof, acts of God, State or Public Enemy, including but not limited to war, restraints of Princes, riots, Civil disruption or interference with trade, Marine Disaster, Fire or other casualty.

In the event the Contractor or Carrier is not able to perform this contract due to Force Majeure, the periods in which the shipments cannot be made shall be considered disability periods and the MVC shall be reduced proportionally

on a calendar day basis, rounded upward to the next full container.

In the event that Carrier is prohibited by the U.S. Customs Service from unloading some or all of the cargo on a particular vessel and such prohibition is not due to any act or omission of the Carrier, then such prohibition shall constitute a force majeure event that shall relieve Carrier from responsibility for any and all delay, damage, injury and expense suffered or incurred as a result thereof including, but not limited to, breaches of service commitments and/or transit time guarantees.

Term 10 - Bills of Lading

All shipments under this contract shall be subject to the terms and conditions of the Carrier's bill(s) of lading issued with respect to such shipment. In the event of any conflict between a Carrier's bill of lading and this contract, the Carrier's bill of lading shall prevail.

## Term 11 - Free time at discharge ports

As per tariff at the time of shipment.

## **Term 12 - Arbitration**

Any and all disputes arising out of or in connection with this contract, including any failure by the Contractor to pay or by the Carrier to perform as required hereunder, shall be resolved by arbitration in New York, NY or such place

as the parties to the dispute may mutually agree.

The arbitration shall be before a single arbitrator to be appointed by the parties to the dispute, or failing such agreement upon the application of any party by the Society of Maritime Arbitrators, Inc. ("SMA") of New York, NY. There shall be no restriction on the nationality of the arbitrator except by agreement of the parties to the dispute, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys and costs) shall be borne by the non prevailing party or as the arbitrator shall otherwise determine. The decision of the arbitrator shall be final, binding and not subject to further review.

The decision of the arbitrator may be enforced by any court, tribunal or other forum as may properly assert jurisdiction in the event an action to enforce the award is brought. The party seeking to enforce the arbitration decision is entitled to interest upon the award from the date of the award until the date of payment, as well as its

attorneys fees and costs incurred enforcing the award.

The parties hereto expressly consent and agree that the United States District Court for the Southern District of New York has personal jurisdiction over each of them in any action to enforce an arbitration decision entered hereunder, concurrently with any other court having jurisdiction. The parties also agree that venue is proper in the United States District Court for the Southern District of New York. The parties further agree that any award may be enforced pursuant to the United Nations Convention on the recognition and enforcement of foreign arbitration awards of June 10, 1958.

This contract shall be subject to the U.S. Shipping Act of 1984, as amended, and shall otherwise be construed and governed by the law of the State of New York. The rules of the SMA will govern the conduct of any arbitration

brought pursuant to this Term 12.

**Term 13 - Record Retention** 

The Carrier and the Contractor shall maintain their respective records in accordance with the requirements of the Federal Maritime Commission (FMC).

Requests to the Carrier from the FMC to make shipment records available should be addressed to:

TURKON AMERICA INC

erm 14 - Termination

A. If during the term of this contract the Carrier's common tariff rate falls below the contract rate, Contractor shall have the option to terminate the contract with 30 days advance notice, unless the Carrier agrees to adjust the contract rates accordingly.

Amendment Nr 0 SVC No: 2014-667

B. In the event any Contractor is dissolved, becomes insolvent, makes a general assignment for the benefit or its reditors or enters bankruptcy or liquidation, voluntarily or involuntarily, during the term of this contract, Carrier may erminate this contract immediately upon written notice to Contractor. In the event of such termination, the MVC shall be pro rated based on the amount of time the contract was in effect and Term 8 shall apply to such pro-rated MVC.

Term 15 - No Assignment

Contractor may not assign this contract, in whole or in part, or otherwise permit any other person or entity to utilize the services, rates or other terms hereof, either directly or indirectly, without the prior written consent of Carrier.

Term 16 - Confidentiality

Unless authorized by the other party, neither party will disclose the Contract terms and conditions other than to its employees, agents, tariff filers, or auditors, except for the Contract terms, conditions or information that are:

(a) required by law or legal process to be published or disclosed;

(b) incorporated herein by reference from a published tariff;

(c) disclosed to any person participating with the Carrier in the transportation under the Contract or receiving copies of the bill of lading for Contract shipments; previously disclosed to an unauthorized third party.

Carrier and Shipper agree that in no case will either disclose Contract terms and conditions to another Carrier or Shipper, except as under (a) or (b) above.

Term 17 - Shipper Certification

If Shipper certifies its status as "1" on signature page, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is "2" Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCC's or, if any of the members participating in this Contract are NVOCC's, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing. Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

SVC No: 2014-667

Amendment Nr 0

## SERVICE CONTRACT NO: 2014-667

AMENDMENT No:0

## Signature Page

Pursuant to FMC regulation 46 CFR section 582.11 Contractor by execution of this contract, certifies its status and that of all its affiliates authorized to use this contract as:

- (1) (x) NVQCC
- (2) () Contractors Association
- (3) () Owner of the cargo
- (4) () Other (Please specify)

In witness whereof, the parties have agreed to the rates, terms and conditions of this service contract as of this day of ......

## Contractor

Washington Movers, Inc.

Address: 7913 Cryden Way

District Heights, MD 20747

Name: Sam Ghanem

Title : President

Affiliate(s):

Signature (Contractor)

## Carrier

TURKON AMERICA INC as agent for TURKON CONTAINER TRANSPORT AND SHIPPING INC

Name

: Mustafa Merc

Title

: President

Address

: TURKON AMERICA INC

100 PLAZA DRIVE

MAIN FLOOR SECAUCUS NJ 07094

Signature (Carrier)

# **BOE EXHIBIT 12**

## United Arab Shipping Co. (S.A.G.) 511 South Avenue Cranford, New Jersey 07016 **United States**

CONFIDENTIAL SERVICE CONTRACT Number: 2013-0000252641-4 ESSENTIAL TERMS ("ET")

PUBLICATION: FMC No. 46 2013-252641

This Service Contract is entered into and between United Arab Shipping Co. (UASC) (Hereinafter referred to as "Carrier"), Washington Movers, Inc. (Herein after referred to as "Shipper") whereby the parties mutually agree to bind themselves to the term and conditions set forth in the pages attached.

In WITNESS whereas, the parties have signified, their agreement to these terms and conditions by the execution of below contract by where their duly authorized representatives.

Signature

April 28, 2014

Name: Dorrah Nensey

Address: 511 South Avenue Cranford,

New Jersey, United States 07016

Tel:908-272-0050 Fax:908-272-9221

Email: Dorrah.Nensey@uasc.net

Signature

April 28, 2014

Name: Mr. Sam Ghanem Address: 7913 Cryden Way

District Heights, MARYLAND 20747

Phone: 1-301-5163000 Fax: 1-301-516-1515 Email: sam@wmius.com

Shipper Certification

Pursuant to FMC Regulation 46 C.F.R. Section 514.7, Shipper, by execution of this Contract, certifies its status and that all of its affiliates authorized to utilize this Contract as:

(1) Cargo owner or consignee; or (2) Other (specify: \_\_\_); or

(3) x Signatory acting as non vessel operating common carriers(s).

NVOCCs registered in the U.S. must have a valid license from the FMC and a copy must be on file with the Carrier. Also, these NVOCCs must have tariff(s) and bond(s) on file with the FMC indicating they are in total compliance with regulations in the CFR. Copies of the tariff title pages as well as copies of the bonds must be on file with

NVOCC without licenses (not registered in the U.S.) can only operate in the U.S. through an appointed agent that is licensed in the U.S as an NVOCC or as an ocean freight forwarder. Documentation supporting this must be on file with the Carrier.

## ARTICLE 1

## SHIPPER/AFFILIATES

- 1.0 Shipper warrants that all affiliates listed in the Appendices of this Contract are entities controlled by, controlling or under common control with the Shipper. Should Shipper acquire any company which ships the commodities covered under the Contract after execution of the Contract, then the newly acquired company's shipments may be included under the Contract. The Shipper must submit to the Carrier documentary proof of such acquisition. In consideration of the right to ship under this Contract and to receive the rates and other benefits provided bereander, all such affiliates of Shipper agree that they are jointly liable with Shipper for any liquidated damages which may become payable by Shipper under the Contract.
- 1.2 The person signing this Contract on behalf of the Shipper warrants and represents that he/she has authority to enter into this Contract on behalf of the Shipper. The person signing this Contract on behalf of Carrier warrants and represents that he/she has authority to enter into this Contract on behalf of the Carrier. Should any Shipper's Association elect to sign and participate in this contract, it shall, upon signing this contract provide an accurate and complete list of the current Members of the Association who are designated by the Shippers Association to be eligible to ship cargo under this contract. Only those members designated by the Shippers Association shall be entitled to ship cargoes under this contract.
- 1.4 Parent and wholly-owned subsidiaries are deemed to be a single entity under antitrust laws. Thus, agreement between only those two companies would not violate section 1 of Sherman Act.

## ARTICLE 2

#### PERIOD OF CONTRACT

2.0 This Contract shall become effective at the date of filing with the Federal Maritime Commission (FMC).

## ARTICLE 3

## SCOPE AND COMMODITIES

3.0 This Contract covers the transportation by UASC of the commodities set forth in Article 3.1 for the Shipper from the location ports/points and to the destination ports/points as listed in the following UASC Tariffs:

FMC No. 36 Equipment Interchange Agreement

FMC No. 38 Bill of Lading Tariff

FMC No. 42 U.S. Inland and Arbitrary Tariff

FMC No. 43 Foreign Inland and Arbitrary Tariff

FMC No. 52 UASC USA Export to the World Tariff

FMC No. 53 UASC USA Import from the World Tariff

3.1 The commodities covered by this Contract are listed under the Appendices

## **ARTICLE 4**

## **CARGO SHIPMENTS**

4.0 In order for cargo to qualify for rates and terms set forth in this Contract, including, without limitation, being counted toward The Minimum Quantity Requirement, the Washington Movers, Inc (and/or its affiliate(s) must appear on the original and all copies of each bill of lading covering the cargo moving under this Contract. The shipper's name must appear in the bill of lading as Shipper, Consignee, or Notify Party. The Notify Party is usually the buyer or the importer (who is not the consignee of the shipment because it is consigned to a bank) named in the shipping documents as the party to whom a notice of arrival must also be sent. In addition, each such bill of lading must contain the Service Contract number set forth on the signature page of his Contract. The service contract number must be stated at time of booking and said service contract number must be noted in the booking and all other documents concluding with the issuance of the bill of lading. Cargoes moving under bills of lading not meeting the requirements of Article 4.0 shall be deemed as non-

complying, and will be rated under the governing rate of the published fariff(s) on Tile with the SMC at time of shipment.

#### **ARTICLE 5**

## MINIMUM QUANTITY REQUIREMENT

- 5.0 Shipper agrees to tender during the term of this Contract a minimum number of TEU'S (MOC) as set forth in the Appendices of this Contract for shipment during the term of this Contract. For the purposes of determining whether or not a shipment occurs during the terms of this Contract, the date of shipment shall be the date the cargo is received by UASC, in accordance with Rule 3 (rate applicability rule) of UASC tariffs: FMC 36, 38, 42, 43, 52, 52 as named under Article 3.0 of this Contract and reissues thereto.
- 5.1 For the purpose of determining if the Shipper has met the Minimum Quantity Requirement:

20-foot container shall equal 0.5 FEU or 1.00 TEU.

40-foot (8'6") container shall equal 1.00 FEU or 2.00 TEU'S

40 foot (9'6") container shall equal 1.00 FEU or 2.00 TEU'S.

#### **ARTICLE 6**

## **CONTRACT RATES**

- 6.0 This contract covers port/port, port/point, point/port and point/point shipments by Signatory carried by Carrier of the commodities identified in Appendices on a space available basis.
- 6.1 In Addition to the rates set forth in the Appendices, shipments of cargo under this contract shall, except as other expressly provided herein, he subject to the rules, regulations, terms, conditions and other provisions published in the governing lariffs at the time of shipments including, but not limited to, the terms and conditions of the Carrier's bill of lading, and all said provisions are hereby incorporated into this contract by reference. In event of a conflict between the Lerms and conditions of this contract, the bill of lading terms & conditions shall prevail
- 6.2 Brokerage/Freight Forwarding Compensation is payable on cargoes moving under this contract in accordance with the provisions of UASC Tariff(s) numbers 52 & 53 on file with the FMC, unless otherwise agreed to by Carrier and Shipper unless they are a non-vessel operating common carrier (NVOCC).
- 6.3 All surcharges filed in the UASC tariffs noted in article 3.0 and in effect during the duration of this contact are applicable to the cargo moving under this contract, unless otherwise noted. If the surcharge amounts change during the duration of this contract, the changed amounts are applicable. The Carrier shall not be under any obligation to amend this service contract to update these tariff changes.
- 6.4 Unless specifically noted, the following are not covered under this contract:
  6.4a Exempt Commodities such as scrap metal, forest products and others as described by the FMC.
  - 6.4b Military Cargo as defined as a Military Organization which is noted as the shipper and/or consignee and/or notify party and/or annotated in the body of the bill of lading.
  - 6.4c Hazardous cargo declared as class 1, class 4.1, class 4.2, class 5 and class 7. 6.4d Wines and Spirits (if restricted by the vessel flag and/or Country of destination)
  - 6.4e New Vehicles

## ARTICLE 7

## **SERVICE OBLIGATION**

- 7.0 Carrier agrees to make available during the term of this Contract vessel capacity adequate to carry the Minimum Quantity Requirement of this Contract. Carrier space commitment is contingent upon Shipper's commitment to reasonably spread its tender of cargo hereinder over the term of the Contract and to provide at least 14 pusiness days booking notice.
- 7.1 In the event the "Shipper" is delinquent in its credit obligation(s) the Carrier, UASC

- has the right to deny further bookings, suspend, and/or cancel this Service Contract without any notice. Should this happen, the Carrier has the option of holding the Shipper and its affiliates liable for any liquidated damages, including legal cost.
- 7.2 On all interchange equipment, the day of interchange and the first four days after the day of interchange will be considered days of grace during which time no charge will be made for the use of the equipment. Thereafter, full per diem will be assessed on a straight calendar basis. Saturdays, Sundays and holidays will be excluded as chargeable days for the purpose of computing free time only. As between carriers domiciled in the United States, holidays refer to those enumerated in labor contracts applicable to terminal operations at point of interchange. Applicable per diem rates will be assessed as per the Carrier's Equipment Interchange Tariff.
- 7.3 All inbound cargo in carrier owned or carrier leased containers, whether it occupies a full container or not, remaining at carrier's terminal undelivered will be allowed four days Free Time, Saturdays, Sundays and Holidays excluded. Free time for reefer equipment will be two days, including for electricity usage. Free Time will commence at 0800 hours, on the 1st business day after completion of discharge of vessel at the bill of lading port or arrival at inland carrier's terminal and shall expire at 1700 hours, on the 4th business day, Saturdays, Sundays and Holidays excluded. Applicable demurrage rates will be assessed as per the UASC freight tariffs.
- 7.4 A loaded export container delivered to a Carrier's vessel loading terminal and/or specified receiving location will be given no more than five (5) business days free time. After expiration of the free time, equipment will be assessed demurrage as per the Carrier's freight tariffs.

### **ARTICLE 8**

#### **TERMINATION**

- 8.0 At any time after the Shipper has satisfied the Minimum Quantity Requirement one or both of the following may occur:
  - 1) The Shipper may upon thirty (30) days written notice to the Carrier can terminate this Contract
  - 2) The Carrier may upon written notice to the Shipper, terminate this contract.

## **ARTICLE 9**

## **NOTICE AND INQUIRIES**

- 9.0 All notices, inquiries and communications regarding this Contract shall be sent in writing to the parties listed in the Appendices.
- 9.1 In the case of a conflict between this Contract and the Shipper's bill of lading, the provisions stated in said Bill of Lading will prevail.

## **ARTICLE 10**

## LIQUIDATED DAMAGES

- 10.0 In the event that carrier is unable to offer space on a particular vessel and the Shipper has been given sufficient notice as specified in Article 7.0 of this contract, the minimum quantity will be reduced by the quantity of cargo tendered not carried on carrier vessel.
- 10.1 In the event that Carrier has modified or restructured the service provided within the terms of this agreement, the Carrier shall notify the Shipper at least 30 days prior to the commencement of such modification. This agreement shall be maintained in force for the Origin(s) and/or Destination(s) not affected by the restructuring of the services and the obligation of the Shipper volume commitments shall be reduced pro rata to the volume carried within the affected Origin or Destination. The reduction in the minimum quantity requirement herein shall be the shipper's exclusive remedy for carrier's failure to provide space due to the modified or restructured service. Carrier shall not be liable to shipper for any direct, consequential or other damages relating to cargo delayed or not transported due to lack of available space or restructuring of the service.

10.2 In the event the Shipper fails to satisfy the Minimum Quantity Requirement set forth in Article 5.0, the Shipper shall pay liquidated damages to the Carrier in an amount equal to \$100.00 per TEU for each TEU not tendered to the fulfillment of the Minimum Quantity Requirement. Such liquidated damages shall be paid by the Shipper to the Carrier within ten (10) days after receipt of written notification from the Carrier that the Minimum Quantity Requirement has not been satisfied.

## **ARTICLE 11**

## **FORCE MAJEURE**

11.0 In the event of Force Majeure circumstances, including work stoppages, strikes, accidents, casualties, lockouts, lire, marine or rail disasters, acts of God, governmental restraints, war or hostilities, or embargoes (excluding commercial contingencies, e.g., changing markets, poor management decisions, business declines, etc.) which make it impracticable for the Shipper or Carrier to tender or transport the shipments contemplated by this Contract, the parties shall be excused from their obligations under this Contract to the extent of and for the duration of the disability. Upon cessation of the disability the party affected shall immediately notify the others in writing and the Contract obligations shall be reinstated, and the Minimum Quantity Requirement shall be adjusted accordingly. It is agreed that publication by carrier or the local media (TV, Newspaper, Port Authority etc.) of Force Majeure situations shall constitute written notice the Shipper under this article.

## **ARTICLE 12**

## **GOVERNING TARIFF**

12.0 All cargoes moving under this contract and otherwise provided for herein, shall be subject to the governing tariff(s):

FMC No. 36 Equipment Interchange Agreement

FMC No. 38 Bill of Lading Tariff

FMC No. 42 U.S. Inland and Arbitrary Tariff

FMC No. 43 Foreign Inland and Arbitrary Tariff

FMC No. 52 UASC USA Export to the World Tariff

FMC No. 53 UASC USA Import from the World Tariff

## **ARTICLE 13**

## **ASSIGNMENT**

13.0 Shipper may not assign this contact, including any or all of its right or liabilities hereunder, or otherwise permit any other person or entity, directly or indirectly to utilize Carrier vessel capacity, services, rates, or other terms provided by Carrier without prior written consent

## **ARTICLE 14**

## APPLICABLE LAW/DISPUTES

14.0 This Contract shall be subject to the Shipping Act of 1984 as well as subsequent amendments and shall otherwise, be construed and governed by the laws of the State of New York.

## **ARTICLE 15**

#### **GENERAL RATE INCREASES**

15.0 Notwithstanding anything to the contrary in this contract, if during the terms hereof, the Carrier increases the tariff rate or rates applicable to one or more of the commodities covered by this contract (whether such increases are uniform or vary with respect to commodity, routing or other factors) in one or more tariffs applicable to this contract, then the rates set forth in this contract shall be increased by the corresponding amount(s) of such an increase in the tariff rates(s) as of the date the increase in tariff rate(s) takes effect.

# ARTICLE 16 RECORD OF SHIPMENTS

16.9 Shipment records maintained to support this Contract will be copies of bills of lading, express bills, arrival notices/freight bills to other documents maintained by the parties in the normal course of business which evidence performance of transportation pursuant to this Contract. The Carrier and the Shipper shall cooperate in maintaining shipments records and exchange such records, documents and reports as they may from time to time mutually determine to be administratively desirable. The individual named in item 9 of Appendix A will be responsible to request for making the original signed contract, and shipments records available to the Commission for inspection.

# ARTICLE 17 PORT SECURITY

17.0 Notwithstanding any provision to the contrary in this Service Contract or any governing publication, including any limitation or restriction on the application of new surcharges during the term of this Contract, the parties agree that any charge or surcharge relating to costs incurred in connection with security requirements (whether established by law, statute, regulation, or by service provided to the Carrier) applicable to or relating to any portion of the transportation and related service provided under this Contract shall apply. In this regard, shipper agrees to reimburse the Carrier in full for all costs associated with shifting, discharging, and loading containers in conjunction with customs inspection of any cargoes pursuant to this contract.

It is understood that the said charges shall apply to the extent they are filed in a publication governing this Contract at any time during the term of the contract.

Shipper certifies that it will adhere to the provisions of the Maritime Transportation Security Act of 2002 and all subsequent acts. It will indemnify, defend and hold the Carrier harmless in the event of any claims, delays or penalties resulting from shipper's failure to comply with the provisions of said act.

## ARTICLE 18 ATTORNEY FEES

18.0 Shipper agrees to pay all attorney fees and costs incurred by the Carrier for collecting any amounts due under this contract and associated tariffs.

# ARTICLE 19 CONFIDENTIALITY

19.0 Carrier and Shipper agree to keep the terms of this contract confidential. Except to the extent required as a matter of law, neither Carrier nor Shipper shall disclose either the terms or rates of this Contract to any third party, unless written permission of the other Party of this contract is given in advance. Notwithstanding the foregoing, disclosure is authorized to the extent reasonably necessary to carry out this Contract, but the Parties shall take reasonable precautions to protect information so disclosed from further disclosure. Disclosure contrary to this provision shall be considered a material breach, which could result in the termination of this Contract at the option of the other Party. In addition to any other remedies available as a matter of law, either party may enforce this provision in any court having jurisdiction, seeking injunctive relief, if appropriate.

## Appendix "A"

- 1. SHIPPER'S AFFILIATES
- 2. PERIOD OF CONTRACT:

Effective May 01, 2013, through Expiry April 30, 2014 EXTENDED TO APRIL 30, 2015

Modified September 19, 2013 - Mod 1:

- To add 40' rates for Autos / Autoparts ex USECBP to AEKLF
- To add 40' rates for Autos / Autoparts ex USECBP to AEJEA Valid through December 31, 2013
- To change signatory to Dorrah Nensey

Modified October 10, 2013 -- Mod 2: (SL)

- To add 40' rates for Vehicles, Autoparts, and HHG ex USORF to KWSAA/KWSWK.
- Modified December 19, 2013- Mod 3: (SL)
  - To extend rates for Vehicles/Auto Parts from USECBP to AEJEA to 4/30/2014.

## MODIFIED April 28, 2014 - MOD 4 (CL)

- TO EXTEND CONTRACT TO APRIL 30, 2015

#### 3. SCOPE:

Below are the ports in our services. Rates under this contract are listed in Appendix B & C and do not necessarily cover all port pairs listed here.

PART "A"

From:

USORF - Norfolk, VA USNYC - New York, NY USSAV - Savannah, GA

To:

AEJEA - JEBEL ALI
QADOH - DOHA
JOAQJ - AQABA
KWSWK - SHUWAIKH
LBBEY - BEIRUT
AEKLF - KHOR FAKKAN
KWSAA - SHUAIBA

## **Global Remarks:**

## 4. COMMODITIES:

Autoparts - General Vehicles NOS Household Goods or Personal Effects

- 5. MINIMUM QUANTITY REQUIREMENT: 50 TEUS
- 6.CONTRACT RATES AND SURCHARGES SUBJECT TO ADDITIONAL SURCHARGE

## Appendix B

Applicable Ocean	Freight Ra	te &	& Sur	charge	<u>ς :</u> Λι	itopa	arts	; ·	Ge	ner	al	: V	ehic	des	NO	S
Origin	Destination					ısı										
JUSSAV/USORF/USNYC	AOABA	2	oec -	1050.00	)	Y	Y		Y	Y			,			
USSAV/USORF/USNYC	<b>'V</b> ÓVRY	· 4	UDC	1300.00	)	Y	Y		Y	Y			•			
'USNYC/USSAV/USCRF	AQABA	4	OHC	1300.00	)	Y	Y		Y	Y						
USORF/USSAV/USNYC	BETRUT	: 21	nnc.	1400.00		Y			Y				: Y			
USSAV/USNYC/USORE	BETRUT	. 40	onc	1650.00	,	Ϋ́		,	Y	!			Y	:		
USORF/USSAV/USNYC	DOIIA	. 20	DC	1350.00	Y	, Y	, <b>Y</b>		Y	į Y			:	· Y		
USSAV/USORF/USNYC	иноп	. 40	DDC	1850.00	<b>Y</b>	Y	Y	ļ	Y	<b>. Y</b>			1	Y		
USSAV/USORF/USNYC	DOHA	40	)HC	1850.00	ŗŸ	· Y	Y	,	Y	, Y	•			Y	,	
USSAV/USORF/USNYC	JEBEL VIII	40	DC	116.00	Y	. Y	¹ Y		Y	Y			<u>.</u>	Y	•	
USSAV/USNYC/USORF	JEBEL ALI	; 40	DIIC	446.00	Y	Y	Y	:	Y	Y			ł	Y	;	
USNYC/USSAV/USORF	KHOR FAKKAN	4 (	DDC	1025.00	l Y	Y	Y		Υ	Y	,			Y	1	
USSAV/USNYC/USORF	KHOR FAKKAN	40	HC	1025.00	γ,	Y	у		Y	Υ	•			Y		
USORF	SHJAIBA	40	DDC	796.00	Y	Y	, Y			Y		Y		Y	Y	
USORF	SHUATBA	40	ЭНС	796.00	, Y	Y	Y			. <b>Y</b>	:	Y		' Y	Y	!
USORF	SHUWAIKH	40	DC	796.00	, Y	Y	Y			; Y		Y		· Y	Y	, .
USORF	SHUWALKH	40	HC	796.00	Y	' Y	Y			Y		Y		Y	Y	!

Applicable Ocean	Freight Rate	e && S	Surcharges	<u>:</u> Ho	use	hold	God	ods	or Pe	rsor	ial E	ffects	S
Origin	Destination :	Eqp. T	ype OFR	ERS	ISL	WRP	BLI	EB:	BLF	BAF	THE	ESS	
USSAV/USCRF/USNYC	AQABA .	20D0	1050.00		Y	Y	Y	Y		: '	•	•	
'USSAV/USORF/USNYC	AQABA	40D0	1300.00	•	Y	, Y	Y	Y		:			
USNYC/USSAV/USORF	AQABA	40HC	1300.00		Y	Y	Y	; Y			ì		
USORF/USSAV/USNYC	BEIRUT	2000	1400.00		Y	•	Y	í		, Y	i		
!ussav/usnyc/usorf	BEIRUT	40DC	1650.00		Y	;	Y	i		Y			
,USORF/USSAV/USNYC	DOHA	20DC	1350.00	Y	Y	Y	Y	Υ		•	Y		
USSAV/USORF/USNYC	DOHA :	40DC	1850.00	Y	Y	, <b>X</b>	Y	; Y		,	' Y		
USSAV/USORF/USNYC	DOHA	40HC	1850.00	Υ .	Y	Y	Y	Y		!	Y		
USNYC/USORF/USSAV	JEBEL ALI	40DC	1250.00	Y	Y	Y	Y	Y	•	į .	; Y	,	
USNYC/USSAV/USORF	JERET WIT	40HC	1250.00	Υ .	Y	Y	Y	Y		:	' Y	,	
USSAV/USORF/USNYC	KHOR FAKKAN	40DC	1250.00	Y	Y	Y	Y	Y		:	Y		
USSAV/USORF/USNYC	KHOR FAKKAN	40HC	1250.00	Y	Υ	Y	Y	Y			Y		
USORF	SHUAIBA	40DC	796.00	Ŷ	Y	Y		Y	Y		Y	Y	
USORF	SHUATBA	40HC	796.00	Y	Y	Y		Y	Y		Y	Y	
USORF	SHUWAIKE	400C	796.00	Y	Y	Y		Y	Y		Y	Y	

40HC

**Note:** All amounts for ocean freight and surcharges are in US Dollar, unless otherwise stated in the surcharges.

796.00 Y Y Y

Charge Name

USORF

SHUWAIKE

## WASHINGTON MOVERS, INC / SVC 252641 / AMEND 4 / CONFIDENTIAL DOCUMENT

EBS - EMERGENCY(CRITICAL) BUNKER SURCHARGE

BAF - BUNKER ADJUSTMENT FACTOR

THD - Destination THC

WRP - WAR RISK PREMIUM

BLL - DOCUMENTATION FEE - BILL OF LADING FEE LUMPSUM

ISL - ISPS - Load Surcharge

**ERS - EMERGENCY RISK SURCHARGE** 

We are committed for safer running stips and cleaner environment. Be responsible towards the environment. Print this enail only if you have to

om: Cristen Lim

**2nt:** Monday, April 28, 2014 8:04 PM **To:** 'Sandra Rodriguez'; <a href="mailto:sam@wmius.com">sam@wmius.com</a>

Cc: Dorrah Nensey; Luay Al-Mahdi; Furizan Simon; Allan G. Willcockson; Maureen Lo

Subject: FMC 46: S/C 252641 Amend 4 - WASHINGTON MOVERS INC \*\* CONTRACT EXTENSION

Hello Sandra,

Please find attached revised adding below requests: Washington Movers Inc SVC# 252641 AMD 4

- TO EXTEND CONTRACT TO APRIL 30, 2015

## Kindly send the sign page with the signature the soonest for filing.

Kindly advise if you have any questions.

Regards,

## Cristen Lim

United Arab Shipping Company (UASC) 511 South Avenue - Cranford, NJ 07016 T+1-908-272-0050 F+1-908-272-9221 Cristen.Lim@uasc.net



A co d

We are committed for safer running ships and cleaner environment, Be responsible towards the environment. Print this email only if you have to

This email and any files transmitted with it are confidential and may be legally privileged. It is intended solely for the use of the individual/(s) or entity/entities to which they are addressed. If you are not an intended recipient of this message and have received this email in error please notify the sender immediately by return email and delete this message from your system. Please do not copy, forward, disclose or use any part of the email and/or its attachments to any other person unless you are lawfully authorized or entitled to do so. A failure to comply with this request would be a breach of confidence. If you suspect the message may have been intercepted or amended, please call the sender.

UASC has taken reasonable precautions to ensure that this email is virus-free. However UASC does not accept any liability for any damage caused by the transmission of this email and would strongly urge the recipient to undertake appropriate precautionary measures (including running virus scans) before opening any electronic communications or attachments. UASC accepts no legal responsibility for the contents of this email as it has been transmitted over a public network.

This email and any files transmitted with it are confidential and may be legally privileged. It is intended solely for the use of the individual/(s) or entity/entities to which they are addressed. If you are not an intended recipient of this message and have received this email in error please notify the sender immediately by return pail and delete this message from your system. Please do not copy, forward, disclose or use any part of the ail and/or its attachments to any other person unless you are lawfully authorized or entitled to do so. A hure to comply with this request would be a breach of confidence. If you suspect the message may have been intercepted or amended, please call the sender.

UASC has taken reasonable precautions to ensure that this email is virus-free. However UASC does not accept

any liability for any damage caused by the transmission of this email and would strongly urge the recipient to undertake appropriate precautionary measures (including running virus scans) before opening any electronic communications or attachments. UASC accepts no legal responsibility for the contents of this email as it has been transmitted over a public network.

# **BOE EXHIBIT 13**

Mediterranean Shipping Company (USA) Inc.

200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email <a href="mailto:customerservicefeedback@msc.us">customerservicefeedback@msc.us</a>

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

**From:** Sam Ghanem [sam@wmius.com] **Sent:** Tuesday, July 15, 2014 10:50 AM

To: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: washington movers SC 13-306WW - GTBEA?, IPMR, WCSA

Good morning

I want you to renew what I have on the last contract.

**Thanks** 

Sam Ghanem President 7913 Cryden Way District Heights,MD 20747

(301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [mailto:RARMSTRONG@MSC.US]

Sent: Tuesday, July 15, 2014 5:30 AM

To: Sam@wmius.com

Subject: FW: washington movers SC 13-306WW - GTBEA?, IPMR, WCSA

Importance: High

Dear Sam

May I assume you will not want the GTBEA portion of your contract renewed.

If I have not heard back from you we can't renew the other trade lanes IPMR & WCSA which expire on 8/1/14.

gards,

Mr. Randolph Armstrong - District Sales Mgr.

## email customerservicefeedback@msc.us

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or sclose this message to any party unless the writing agreement of the original sender. If you are not the intended ecipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: R ARMSTRONG USBAL SALES DISTRICT MGR

**Sent:** Tuesday, July 08, 2014 8:36 PM

To: Sam Ghanem

Subject: FW: washington movers SC 13-306WW/GTBEA renewal

Dear Sam

Your s/c 13-306ww expires on 8/1/14 and so far our stats show you are short on volume to MSC. I would like to get you a renewal contract but need to know if you can commit to 100 TEU's next year.

If so let me know the rates you need for these ports.

Below you will see JOC statistics, more specifically, teus moved ex US to GBTEA areas in 2013 and 2014 by Washington movers. After JOC you will view same information but from IBIS.

SUBREGION	VYEAR	MDSC	MLSL	AMPL	Grand Total
ž MED	2013	28	26	16	70
	2014	6			6
W AFRICA	2013	10			10
	2014	3			3
BLACK SEA	2013	2			2
N AFRICA	2013	3			3
	2014	0			0
E AFRICA	2013	1			1
GREECE and TURKEY	2013	/	4	121	125 *
	2014			4	4
Grand Total		53	30	141	224

Zone Name	Port Local Name	2013	2014	<b>Grand Total</b>
Baltimore	BEIRUT	14	8	22
		14	. 8	22
	DOUALA	6	8	14
	TINCAN/LAGOS	1		1
		7	8	15
	TUNIS	7	3	10
	ALGER	2		2
		9	3	12
		30	19	49

Baltimore Total	30	19	49
Grand Total	30	19	49

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscgva.ch

Please visit our website at https://link.msc.net

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email <u>customerservicefeedback@msc.us</u>

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s).

If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

This message and any associated files (together the "Contents") are intended solely for the addressee(s). The Contents are confidential and may contain private information or information that is subject to copyright or is a trade secret or which is privileged. Views or opinions expressed herein do not necessarily represent views or opinions of MSC Mediterranean Shipping Company, its agents or their affiliated companies and may only be the view or opinion of the author. If you are not the intended recipient of this email, you must not use, print, copy, store, forward, or disclose it or act in reliance of the Contents. Please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation. (MSCDSM2012:01)

From: M MOONEY USBAL TRAFFIC ASST MGR
Sent: Wednesday, October 22, 2014 11:22 AM
To: V GJUNTA USNYC RELAY GTBEA LINE MGR
Cc: R ARMSTRONG USBAL SALES DISTRICT MGR

ubject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos

Valerio,

Per the attached, Sam at Washington Movers is requesting to add this rate to his SVC. Please let me know if possible?

Very nice to meet you today, thanks again for the great class.

Mary Mooney
Mediterranean Shipping Company (USA) Inc.
2200 Broening Highway Suite:260
Baltimore, MD 21224
Phy (410) 621,7567, part. 71014

Ph: (410) 631-7567 ext. **71014** Fx: (410) 633-6205

www.mscgva.ch

## Please visit our website at https://link.msc.net

Please take a moment to let us know how we have served you. Please <u>click here</u> or email <u>customerservicefeedback@msc.us</u>

"the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, lamage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. In addition, MSC reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the rabove"

From: V GIUNTA USNYC RELAY GTBEA LINE MGR

**Sent:** Tuesday, October 21, 2014 2:54 PM **To:** M MOONEY USBAL TRAFFIC ASST MGR **Cc:** R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos ////////

## Mediterranean Shipping Company (USA) INC.

POL	POD	Country	Routing	1/1	Breicking (Ref	Commudi
Baltimore	BEIRUT	LEBANON	Via GIOIA	25	T03810080000007	NYC OFFIC
Dartimore	DEINO	LEBANON	TAURO	25	103610060000007	ONLY

harge	2:07	407
OF	\$1,284	\$1,854
ISPS	\$8	\$8

CSF	\$11.	\$11
ECU	\$30	\$30
Destination Charge	FREE OUT	FREE OUT
IF Shipper Owned		
Вох	\$100	\$100
WRS	\$15	\$30
FAS	\$65	\$130
LSC	\$10	\$20

Remarks

Effective 11/01, FAS will be \$65/Teu

Below Please Find the Three Next Open Vessels Ex Baltimore()

			•	• • • • • • • • • • • • • • • • • • • •	
Vessel and Voy	Opens	Cargo Cut	Arrival	Sails	ETA
MSC Vanessa	Thursday,	Friday,		Tuesday,	
MU443R	10/16	10/24	Monday, 10/27	10/28	Saturday, 11/22
HS Columbia	Thursday,	Friday,			
MU444R	10/23	10/31	Monday, 11/3	Tuesday, 11/4	Saturday, 11/29
MSC Brianna	Thursday,	Friday,		Tuesday,	· ·
MU445R	10/30	11/7	Monday, 11/10	11/11	Saturday, 12/6

Unless otherwise noted and if applicable, Haz Cut and Doc Cut are one day prior General Cargo Cut

## THANK YOU FOR YOUR BUSINESS

## Valerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

MSC USA INC

20 5th Avenue, New York, NY 10018

Phone:212-764-4800 ext 41653

Direct line: 212-827-1653

Fax: 212-827-1644

iternet site: http://www.mscgva.ch/index.html

Please take a moment to let us know how we have served you. Please click here or email

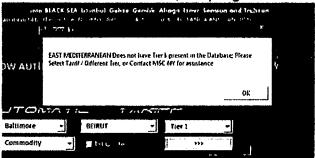
customerservicefeedback@msc.us

From: M MOONEY USBAL TRAFFIC ASST MGR Sent: Tuesday, October 21, 2014 1:12 PM To: V GIUNTA USNYC RELAY GTBEA LINE MGR Cc: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos ///////

Thank you Valerio,

I don't have access to tier one, can you give me the rates and #?



Mary Mooney

editerranean Shipping Company (USA) Inc.

2200 Broening Highway Suite:260

Baltimore, MD 21224

Ph: (410) 631-7567 ext. 71014

Fx: (410) 633-6205 www.mscgva.ch

Please visit our website at https://link.msc.net

Please take a moment to let us know how we have served you. Please <u>click here</u> or email <u>customerservicefeedback@msc.us</u>

"the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. In addition, MSC reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the above"

**Erom:** V GIUNTA USNYC RELAY GTBEA LINE MGR

ent: Monday, October 20, 2014 3:46 PM
b: M MOONEY USBAL TRAFFIC ASST MGR
cc: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos ///////

## /alerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

MSC USA INC

420 5th Avenue, New York, NY 10018

Phone:212-764-4800 ext 41653

Direct line: 212-827-1653

Fax: 212-827-1644

internet site: http://www.mscgva.ch/index.html

Please take a moment to let us know how we have served you. Please click here or email

customerservicefeedback@msc.us

From: M MOONEY USBAL TRAFFIC ASST MGR Sent: Monday, October 20, 2014 3:37 PM To: V GIUNTA USNYC RELAY GTBEA LINE MGR Cc: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos ////////

Good afternoon Valerio,

Sam at Washington Movers just called me regarding booking 038BAL1023050. The one with hhg's and auto and he wanted to auto rate.

I know we can't do the auto rate, so he wants to know what we can do? Booking is currently rated at tier 3, can we go any lower? Container

Is due to arrive in Beirut this week.

Mary Mooney Mediterranean Shipping Company (USA) Inc. 2200 Broening Highway Suite:260 Baltimore, MD 21224 Ph: (410) 631-7567 ext. 71014

Fx: (410) 633-6205

www.mscgva.ch

## Please visit our website at https://link.msc.net

Please take a moment to let us know how we have served you. Please <u>click here</u> or email <u>customerservicefeedback@msc.us</u>

the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. In addition, MSC

reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the above"

rom: R ARMSTRONG USBAL SALES DISTRICT MGR

**Sent:** Wednesday, October 08, 2014 6:11 AM **To:** M MOONEY USBAL TRAFFIC ASST MGR

Subject: FW: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos ///////

Dear Mary

Valerio GIUNTA tell Sam at Washington Movers in the below e-mail that for West Africa he will issue a new rate for HHG & Autos at the same rate.

You may want to confirm this with Valerio and if different let me know, please.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscqva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email <a href="mailto:customerservicefeedback@msc.us">customerservicefeedback@msc.us</a>

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: V GIUNTA USNYC RELAY GTBEA LINE MGR

Sent: Tuesday, October 07, 2014 3:26 PM

To: R ARMSTRONG USBAL SALES DISTRICT MGR; Sam Ghanem

Cc: A DUMAY USNYC RELAY GTBEA TRAFFIC ASST MGR; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC

Subject: RE: Washington Movers s/c 14-425ww stats for 2014

ar Sam

ter a second look we can work something special for you.

I would be able to waive the GRI but in case you move HHG together with cars you cannot use the rate for cars. We can provide you another set of rate for this biz.

Moreover I would like to advise that for West Africa only (excluding Nigeria where personal effect are not allowed) we can offer the same rate as cars.

## thanks

## Valerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

MSC USA INC

420 5th Avenue, New York, NY 10018

Phone:212-764-4800 ext 41653

Direct line: 212-827-1653

Fax: 212-827-1644

internet site: http://www.mscgva.ch/index.html

Please take a moment to let us know how we have served you. Please click here or email

customerservicefeedback@msc.us

From: R ARMSTRONG USBAL SALES DISTRICT MGR

Sent: Tuesday, October 07, 2014 7:46 AM

To: Sam Ghanem

CC: V GIUNTA USNYC RELAY GTBEA LINE MGR; A DUMAY USNYC RELAY GTBEA TRAFFIC ASST MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014

Dear Sam

The last message I received from MSC-NY was that any Auto booking with Personal effects would be rated higher as FAK \$2303 + October 1, GRI150./200.

I did ask our Trade Manager Mr. Valerio GIUNTA (in copy) if he can have your s/c 14-425ww be amended to allow a few personal effects with in the Autos but outside of the car. I am waiting for his reply.

## Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscqva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

altimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email customerservicefeedback@msc.us

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended cipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: Sam Ghanem [sam@wmius.com]
Sent: Monday, October 06, 2014 8:58 AM

To: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014

and the second of the second o

Good morning MR. Randy

I am still waiting for Beirut rates container about to arrive and rate still the same for booking number 038BAL1023050

#### **THANKS**



Sam Ghanem President 7913 Cryden Way District Heights,MD 20747 (301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [mailto:RARMSTRONG@MSC.US]

Sent: Friday, October 03, 2014 8:25 AM

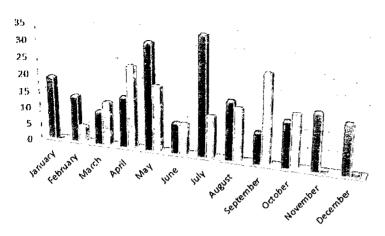
To: Sam@wmius.com

Subject: Washington Movers s/c 14-425ww stats for 2014

Dear Sam

Here are the stats from Mediterranean Shipping Company for 2014.

## RPT 14 - Past Year Vs Current Year Washington Movers All Trades TEUs 2014



	January	Februar Y	March	April	May	June	July	August	Septem ber	October	Novem ber	Decem ber	
rs 2013	19	14	10	15	31	9	34	17	9	13	16	14	
□ 2014	0	5	13	24	19	9	12	15	25	15	0	0	

TEUs	Year
Month	<u>* 2013</u>
January	•
February	
March	
îpril	
1аγ	
June	
, ylut	
August	
September	
October	
November	
December	
Grand Total	

- H :			
	2014	2013 (% Var)	2014 (% Var)
19		্ ে 0.00%	0.00%
14	5	<b>-</b> 26.32%	-
1.0	13	<b>₹</b> -28.57%	<b>160.00%</b>
15	24	<b>1</b> 50.00%	<b>1</b> 84.62%
31	19	<b>1</b> 06.67%	₹-20.83%
9	9	<b>₹</b> -70.97%	<b>-52.63%</b>
34	12	<b>1</b> 277.78%	<b>1</b> 33.33%
17	15	<b>₹</b> -50.00%	<b>1</b> 25.00%
9.	25	₹}-47.06%	<b>6</b> 6.67%
13	15	<b>4</b> 4.44%	<b>₹</b> -40.00%
16		<b>1</b> 23.08%	₹-100.00%
14		<b>₹-12,50%</b>	-
201	137		

## Thank you and Best Regards

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscgva.ch

editerranean Shipping Company (USA) Inc.

00 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email <a href="mailto:customerservicefeedback@msc.us">customerservicefeedback@msc.us</a>

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private formation or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this nessage to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s).

If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: Sam Ghanem

Sent: 9/30/2014 8:14 AM

To: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

Good morning

Let me know what he say also would like to know how many container I did till now .

**Thanks** 



Sam Ghanem President 7913 Cryden Way District Heights, MD 20747 (301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [mailto:RARMSTRONG@MSC.US]

Sent: Tuesday, September 30, 2014 6:20 AM

To: Sam@wmius.com

Subject: FW: BEIRUT RATE for Washington Movers s/c 14-425ww

Dear Sam

I just sent a e-mail to Valerio GIUNTA asking if we can make an exception perhaps as an Amendment for a few personal effects in the Autos but after seeing the below e-mail I don't think this will happen.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

3-604-1960 Cell Phone

Web Site www.mscqva.ch

Mediterranean Shipping Company (USA) Inc.

😭 200 Broening Hwy., Suite 260

altimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email customerservicefeedback@msc.us

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: M MOONEY USBAL TRAFFIC ASST MGR Sent: Monday, September 29, 2014 9:40 AM To: R ARMSTRONG USBAL SALES DISTRICT MGR

Cc: S ADAMI USBAL TRAFFIC; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC; Sandra

Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

Good morning Randy,

Below email from Eddy states "If the shippers load different commodity than cars & parts their price will go up at Fak level (\$2,303) as you already indicated to them in your earlier email."

There is personal effects in this container, therefore we cannot apply the auto rate.

1ary Mooney lediterranean Shipping Company (USA) Inc. 2200 Broening Highway Suite:260 Baltimore, MD 21224

Ph: (410) 631-7567 ext. 71014

Fx: (410) 633-6205 www.mscgva.ch

## Please visit our website at https://link.msc.net

Please take a moment to let us know how we have served you. Please <u>click here</u> or email customerservicefeedback@msc.us

"the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. In addition, MSC reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the above"

ent: Saturday, September 27, 2014 7:13 AM

b: Sandra; M MOONEY USBAL TRAFFIC ASST MGR

Cc: S ADAMI USBAL TRAFFIC; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC

Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

ease take a moment to let us know how we have served you. Please click here or mail <a href="mailto:customerservicefeedback@msc.us">customerservicefeedback@msc.us</a>

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose it contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: Sandra [airdocs@wmius.com]

**Sent:** Thursday, September 18, 2014 4:05 PM **To:** R ARMSTRONG USBAL SALES DISTRICT MGR

Cc: sam@wmius.com

Subject: RE: BEIRUT RATE

Good afternoon Randy,

Per your conversation with Sam, we used to have the Beirut rate for \$1,900.00 out of Baltimore.

We were shocked to see a rate of \$2,400 for containers to Beirut. That is a \$500.00 difference. We need this rate in our service contract as soon as possible please and if you can work on lowering the rate more from what it already was, that would be great.

e need to drop the rates more to the African countries and Middle East please. Our container volume is increasing but e have high demands for lower rates.

Your prompt help with this will be greatly appreciated.

## Best Regards,



Sandra Rodriguez
Air Documentation
7913 Cryden Way
District Heights , MD 20747
T: 301.516.3000.Ext.14

F:301.516.1515

Email: airdocs@wmius.com

www.wmius.com

pm: R ARMSTRONG USBAL SALES DISTRICT MGR [mailto:RARMSTRONG@MSC.US]

nt: Thursday, September 18, 2014 1:36 PM

: <u>airdocs@wmlus.com</u> Subject: FW: BEIRUT RATE

# **BOE EXHIBIT 14**

## MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 14-425WW

## 1. ORIGIN(S):

USA

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Ukraine, Russia, Turkey, Greece, Algeria, Morocco, Libya, Malta, Tunisia, Nigeria, Benin, Cameroon, Sierra Leone, Togo, Ghana IPMR: Saudi Arabia, Qatar, United Arab Emirates, Kuwait, Oman, Baluain, Irag, Pakistan, Yemen, Jordan, Djibouti

## 3. COMMODITY (IES):

GTBEA + IPMR: CARS AND PARTS

HHGDS

TPMR: MACHINERY

## 4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS IPMR: 75 TEUS GLOBAL MVC: 300 TEUS

#### 5. RATES AND CHARGES:

### See Appendix

- (a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.
- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.
- (c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

### (e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the perfermance of this Contract which arise:

- 1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
- 2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

- (f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.
- (g) Carrier shall provide regularly scheduled sailings and space aboard its vessels for TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period.
- (h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

## 6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo \_\_\_\_;
- B. A shippers' association ; or
- C. A non-vessel operating common carrier ("NVOCC") X.

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the previsions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

## 7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

#### 8. DURATION (TERM):

Effective : 02<sup>nd</sup> August 2014 Effective Through: 01<sup>st</sup> August 2015

## 9. PROVISIONS/NOTES/EXCEPTIONS:

### 9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage.

#### 9 (b) Verification of shipments

Shipment records maintained to support the performance of this Contract will be copies of bills of lading.

## 9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is  $n_{\ell}$  to be reported by Carrier /Shipper or any of their members/affiliates

#### 9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

### 9 (e) Non-Performance

- (1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.
- (2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.
- (3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.

## 9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

#### DEMURRAGE

A charge assessed against the cargo remaining <u>inside</u> the USA Terminal facilities after the expiration of free time, for the usage of its <u>land</u>.

#### Free Time & Charges

As per applicable Tariff.

#### STORAGE

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

#### Free Time & Charges:

As per applicable Tariff.

#### DETENTION

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

## Free Time & Charges:

As per Steamship line's Tariff

#### PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road

return to Carrier's custody at the point of pick up

#### Free Time & Charges:

As per Steamship Line's Tarill & Interchange Agreement

### 10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

- (i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;
- (ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

#### 11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Co., S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -----

By: Pasquale Formisano

Title: Director

## Shipper:

WASHINGTON MOVERS, INC.

7913 Cryden Way, Districts Heights, Maryland 20747, USA

Signature: ---By: Sam Ghanem

Title: President

Affiliates: (if any)

# **BOE EXHIBIT 15**

## MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 14-425WW

#### AMN 1

#### CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Co., S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: ----- AMN 1

By: Pasquale Formisano

Title: Director

Shipper:

WASHINGTON MOVERS, INC.

7913 Cryden Way, Districts Heights, Maryland 20747, USA

Signature: -

By: Sam Ghanem Title: President

Affiliates: (if any)

- AMN 1

# **BOE EXHIBIT 16**

## MSC MEDITERRANEAN SHIPPING COMPANY S.A.

1208 Geneva - Switzerland 12-14 Chemin Ricu Service Contract No. 15-1070TE

#### 1. ORIGIN(S):

USA

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Remania, Eussia, Ukraire, Algeria, Turkey, Greece, Malta, Tunisia, Libya, Benin, Cameroon, Sierra Leone, Ghara, Togo, Nigeria IPMR: Jordan, Djibouti, Yemen Pepublic, United Arab Emirates, Saudi Arabia, Bahrain, Qatar, Oman, Kuwait, Jiaq, Pakistan

#### 3. COMMODITY (IES):

GTBEA: CARS AND PARTS

HIIGDS

IPMR: AUTO/AUTO PARTS / BOATS AND MACHINERY & PARTS

HHGDS

# 4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS IPMR: 75 TEUS TOTAL MVC: 300 TEUS

5. RATES AND CHARGES:

### See Appendix

- (a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the rime of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.
- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.
- (c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

- (d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Garrier's exercise of its right to stop providing chassis.
- (e) Third Party Costs Clause Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:
  - 1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
  - 2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs invoiced to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

- (f) Shipments become moving to and/or from an intend destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.
- (h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one TEU or two TEUs.

# 6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo
- B. A shippers' association \_\_; or
- C. A non-vessel operating common carrier ("NVOCC") X .

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs of, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

#### 7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC Mediterranean Shipping Company S.A., 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

#### 8. DURATION (TERM):

Effective : 02nd August 2015 Effective Through: 01st August 2016

### 9. PROVISIONS/NOTES/EXCEPTIONS:

### 9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Canier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignce refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has
  delivered the cargo to the consignee named in the sea waybill or to the consignee to whom
  the Shipper, directly or by its agents or subcontractors, has directed the cargo should
  be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will
  apply to the carriage.

Shipment records maintained to support the performance of this contract will be copies of hims of lading.

9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates.

### 9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

#### 9 (e) Non-Performance

- (1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.
- (2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.
- (3) Notwithstanding any other provisions of this Contract, and to the extent Carrier of Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach on liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.
- 9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

### DEMURRAGE

A charge assessed against the cargo remaining <u>inside</u> the USA Terminal facilities after the expiration of free time, for the usage of its land.

Free Time & Charges

As per applicable Tariff.

#### STORAGE

A charge assessed against the cargo remaining <u>inside</u> the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

Free Time & Charges:

As per applicable Tariff.

#### DETENTION

A charge assessed against the cargo remaining <u>inside</u> the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

Free Time & Charges:

#### PER DIEM

A charge assessed, after the expiration of free time <u>outside</u> of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

#### Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

### 10. COMPLIANCE WITH LAWS

and product and warming and a contract of their

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EO, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

- (i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;
- (ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons on entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

#### 11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Company S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -----

By: Pasquale Formisano Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC

7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA

Signature: --

By: Sam Ghanem
Title: PRESIDENT

Affiliates: (if any)

# **BOE EXHIBIT 17**

# MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 15-1070TE

### AMN 1

#### 11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

### Carrier:

MSC Mediterranean Shipping Company S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzcrland

Signature:

DMN 1

By: Pasquale Formisano

Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC

7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA

Signature: •

By: Sam Ghanem

Title: PRESIDENT

AMN .

Affiliates: (if any)

# **BOE EXHIBIT 18**

# CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Bureau of Enforcement's First Requests For Admission Directed To Washington Movers, Inc. was served upon counsel for Respondent identified below by delivering the aforementioned document via email transmission and also by first class mail with postage prepaid this 13th day of April, 2016.

Brenda Doty

George R. A. Doumar
Raj H. Patel
2000 N. 14<sup>th</sup> Street
Suite 210
Arlington, VA 22201
gdournar@doumarmartin.com
rpatel@doumarmartin.com

# **BOE EXHIBIT 19**

# **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Bureau of Enforcement's First Interrogatories and Requests For Production Of Documents Directed To Washington Movers, Inc. has been served upon Counsel for Respondent identified below by email transmission and by first class mail with postage prepaid this 13<sup>th</sup> day of April, 2016.

Brenda Doty

George R. A. Doumar Raj H. Patel 2000 N. 14<sup>th</sup> Street Suite 210 Arlington, VA 22201 gdoumar@doumarmartin.com matel @doumarmartin.com

# **BOE EXHIBIT 20**

# BEFORE THE FEDERAL MARITIME COMMISSION

**DOCKET NO. 15-10** 

# REVOCATION OF LICENSE NO. 017843 WASHINGTON MOVERS, INC.

# WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND RESPONSES TO THE BUREAU OF ENFORCEMENT'S REQUESTS FOR ADMISSIONS NOS. 1-52

Pursuant to 46 CFR 502.207 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and responds to the Bureau of Enforcement's ("Petitioner" or the "BOE") requests for admissions nos. 1-52.

# **GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's requests, Washington Movers International, Inc. makes the following general objections:

- 1. Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission's Rules of Practice and Procedure.
- 2. Washington Movers objects to the BOE's requests to the extent that they seek information not in the possession, custody, or control of Defendant.
- 3. Because Washington Movers' investigation and discovery are continuing, Washington Movers reserves the right to supplement, amend, modify, correct or change its responses to any of the BOE's requests to the extent additional facts become known.

4. These general objections are referred to herein as "general objections" and are

incorporated by reference into each of Washington Movers specific objections and responses set

forth below. The following answers are made subject to and in reliance on the general objections

set forth above.

**RESPONSES** 

1. The documents identified and admitted as BOE Ex. 3 are true copies of documents issued

for the shipment which served as the basis for Sam Ghanem's conviction identified in BOE Ex.

2.

RESPONSE: Admitted.

2. The individual identified as Sandra in BOE Ex. 3 is Sandra Rodriguez.

RESPONSE: Admitted.

3. Sandra Rodriguez was an employee of Washington Movers at the time of booking the

shipment identified in BOE Ex. 3.

**RESPONSE: Admitted.** 

4. Sandra Rodriguez booked the shipment identified in BOE Ex. 3 with Mediterranean

Shipping Company (MSC).

**RESPONSE: Admitted.** 

2

5. Sandra Rodriguez booked the shipment identified in BOE Ex. 3 on behalf of Washington Movers.

**RESPONSE: Admitted.** 

6. The shipment identified in BOE Ex. 3 was booked to be transported under MSC service contract no. 13-306ww.

RESPONSE: Admitted.

7. MSC service contract no. 13-306ww was a service contract between MSC and Washington Movers in effect at the time of booking the shipment described in BOE Ex. 3.

**RESPONSE: Admitted.** 

8. MSC service contract no. 13-306ww was signed by Sam Ghanem as President of Respondent.

**RESPONSE: Admitted.** 

9. Respondent maintains facilities at 7913 Cryden Way, District Heights, MD, 20747, at which it conducts its NVOCC business.

**RESPONSE: Admitted.** 

10. Shipping container number MSCU91 19445 identified in BOE Ex. 3 was transported to Respondent's facility on or about December 20, 2013, by an employee or contractor of Respondent.

RESPONSE: Admitted in part and denied in part.

Respondent admits that shipping container number MSCU91 may have been transported to its facilities. Respondent denies that said container was transported by any of its employees or contractors, who were given authority to do so or had knowledge of the contents of the contained. Respondent denies any other facts, whether express or implied.

11. Shipping container number MSCU9119445 was loaded at Respondent's facility by one or more of Respondent's employees on or about December 21, 2013.

RESPONSE: Admitted in part and denied in part.

Respondent admits that shipping container number MSCU91 may have been loaded at its facilities. Respondent denies that said container was loaded by any of its employees or contractors, who were given authority to do so or had knowledge of the contents of the container. Respondent denies any other facts, whether express or implied.

12. When loaded, shipping container number MSCU9119445 contained the prohibited articles that served as a basis for Sam Ghanem's conviction.

RESPONSE: Admitted.

13. The documents appended hereto as BOE Ex. 10 are true copies of email exchanges between Sam Ghanem and Sandra Rodriguez on behalf of Washington Movers in connection with the negotiation of a service contract with Turkon Container Transport and Shipping, Inc. (Turkon).

**RESPONSE: Admitted.** 

14. On or about April 7, 2014, Sandra Rodriguez represented to Turkon that Sam Ghanem was President of Washington Movers, Inc.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Ms. Rodriguez may have represented that Sam Ghanem was the President of Washington Movers. Respondent denies that Sam Ghanem, in fact, was the President of Washington Movers. Respondent denies any other facts, whether express or implied.

15. In the month of April, 2014, Sam Ghanem acted on behalf of Washington Movers in negotiating a service contract with Turkon.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have negotiated a service contract with Turkon.

Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its

President. Respondent denies any other facts, whether express or implied.

16. The document appended hereto as BOE Ex. 11 is a true copy of Turkon Container Transport and Shipping Inc. service contract no. 2014-667.

RESPONSE: Admitted.

17. Turkon service contract no.2014-667 was signed on or about April 7, 2014 by Sam Ghanem as President of Washington Movers.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have signed a service contract with Turkon.

Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its

President. Respondent denies any other facts, whether express or implied.

18. The document appended hereto as BOE Ex. 12 is a true copy of Amendment 4 to United Arab Shipping Co. (UASC) service contract no. 252641.

**RESPONSE:** Admitted.

19. Amendment 4 to UASC service contract no. 252641 was signed on or about April 28, 2014 by Sam Ghanem as the duly authorized representative of Washington Movers, Inc.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have signed an amendment to a service contract with UASC. Respondent denies that Sam Ghanem was acting as on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

20. The documents appended hereto as BOE Ex. 13 are true copies of email transmissions between Respondent and MSC.

**RESPONSE:** Admitted.

21. In the month of July, 2014, Sam Ghanem as President of Washington Movers negotiated with Mr. Randolph Armstrong, District Sales Manager of MSC for the renewal of a service contract between Respondent and MSC.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have negotiated a service contract with MSC.

Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its

President. Respondent denies any other facts, whether express or implied.

22. The document appended hereto as BOE Ex. 14 is a true copy of pages 1-4 of Mediterranean Shipping Company (MSC) service contract no. 14-425ww.

RESPONSE: Admitted.

23. MSC service contract no. 14-425ww was signed on or about August 2, 2014 by Sam Ghanem as President of Washington Movers, Inc.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have signed a service contract with MSC.

Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its

President. Respondent denies any other facts, whether express or implied.

24. In the month of October, 2014, Sam Ghanem as President of Washington Movers engaged in rate negotiations with Mr. Randolph Armstrong, District Sales Manager of MSC.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have negotiated rates with Mr. Armstrong.

Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its

President. Respondent denies any other facts, whether express or implied.

25. The document appended hereto as BOE Ex. 15 is a true copy of the signature page of Amendment 1 to MSC service contract no. 14-425ww.

RESPONSE: Admitted.

26. Amendment 1 to MSC service contract no. 14-42S-ww was effective November 4, 2014.

RESPONSE: Admitted.

27. Amendment I to MSC service contract no. 14-425ww was signed by Sam Ghanem as President of Washington Movers, Inc.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have signed Amendment I to the service contract with MSC. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

28. Sam Ghancm was authorized by Respondent to open bank or financial institution accounts on behalf of Respondent in 2014.

**RESPONSE:** Denied.

29. The Industrial Bank corporate bank account identified in WMI 0004-0008 was opened on or about November 12, 2014 by Sam Ghanem as President of Respondent.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have opened a bank account for respondent in 2014. Respondent denies that Sam Ghanem was Washington Movers President, when he allegedly opened a bank account for Respondent in 2014. Respondent denies any other facts, whether express or implied.

30. In the month of March, 2015, Sam Ghanem on behalf of Washington Movers requested from Mr. Randolph Armstrong, District Sales Manager of MSC the addition of certain freight rates to its existing service contract with MSC.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have asked Mr. Armstrong for the addition of certain freight rates. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

31. In the month of July, 2015, Sam Ghanem on behalf of Washington Movers communicated with Mr. Randolph Armstrong, District Sales Manager of MSC for the renewal of its service contract with MSC.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have communicated with Mr. Armstrong regarding a service contract. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

32. The document appended hereto as BOE Ex. 16 is a true copy of pages 1-4 of MSC service contract no. 15-1070TB.

**RESPONSE: Admitted.** 

33. MSC service contract no. 15-1070TE was signed on or about August 2, 2015 by Sam Ghanem as President of Washington Movers, Inc.

RESPONSE: Denied.

BOE Ex. 16 indicates that the contract was effective as of August 2, 2015; however, the exhibit does not indicate when Mr. Ghanem signed the contract.

34. On or about August 14, 2015, Sam Ghanem as President of Respondent authorized the addition of Norma Ghanem as Vice President of Respondent, to be an authorized signer on the corporate bank account with the Industrial Bank, Washington, D.C. identified in WMI 0004-0008.

### RESPONSE: Admitted in part and denied in part.

Respondent admits that Norma Ghanem became a signatory to the bank account in August 2015. Respondent denies that Sam Ghanem, in fact, was Washington Movers' President at the time. Respondent denies any other facts, whether express or implied.

35. In signing the Bank Account Signature Card and the Corporate Authorization Resolution identified in WMI 0007-0008 on or about August 14,2015, Sam Ghanem represented and certified to the Industrial Bank, Washington, D.C. that he was President of Respondent.

## RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have represented that he was President of Washington Movers. Respondent denies that Sam Ghanem, in fact, was Washington Movers' President at the time. Respondent denies any other facts, whether express or implied.

36. In signing the Bank Account Signature Card and the Corporate Authorization Resolution identified in WMI 0007-0008 on or about August 14, 2015, Norma Ghanem, as an officer of Respondent, represented and certified to the Industrial Bank, Washington, D.C., that Sam Ghanem was President of Respondent.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Norma Ghanem may have signed as vice president of Washington

Movers. Respondent denies that Norma Ghancm, in fact, was Washington Movers' vice president.

Respondent denies any other facts, whether express or implied.

37. In signing the Bank Account Signature Card and the Corporate Authorization

Resolution identified in WMI 0007-0008 on or about August 14, 2015, Norma Ghanem.

as an officer of Respondent, represented and certified to the Industrial Bank, Washington, D.C.,

that she was Vice-President of Respondent.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Norma Ghanem may have signed as vice president of Washington

Movers. Respondent denies that Norma Ghanem, in fact, was Washington Movers' vice president.

Respondent denies any other facts, whether express or implied.

38. In the month of October, 2015, Sam Ghanem on behalf of Washington Movers sent to Mr.

Randolph Armstrong, District Sales Manager of MSC a request for ocean rates for the

transportation of automobiles and household goods from Baltimore to Arica, Chile.

RESPONSE: Denied.

39. The document appended hereto as BOE Ex. 17 is a true copy of the signature page of

Amendment 1 to MSC service contract no. 15-1070TE.

**RESPONSE: Admitted.** 

40. Amendment 1 to MSC service contract 15-1070TE was effective December 28, 2015.

**RESPONSE: Admitted.** 

41. Amendment 1 to MSC service contract 15-1070TE was signed by Sam Ghanem as

President of Washington Movers, Inc.

RESPONSE: Admitted in part and denied in part.

Respondent admits that Sam Ghanem may have signed Amendment I to the service

contract with MSC. Respondent denies that Sam Ghanem was acting on behalf of Washington

Movers, as its President. Respondent denies any other facts, whether express or implied.

42. The signature appearing on the signature page of Amendment I to MSC service contract

no. 15-1070TE is the true signature of Sam Ghanem.

RESPONSE: Respondent does not have sufficient information to authenticate Mr.

Ghanem's signature, and thus admit or deny this request.

43. On or about October 8, 2015, Sam Ghanem commenced his 18 month term of

incarceration identified in BOE Ex. 2.

**RESPONSE: Admitted.** 

44. Sam Ghanem continued to be employed by Respondent after January 1, 2014.

**RESPONSE: Admitted.** 

45. Sam Ghancm continued to act on behalf of Respondent after January 1, 2014.

**RESPONSE: Admitted.** 

46. Acting through its officers and employees, Respondent made oral and written

representations to third parties that Sam Ghanem was authorized to act on its behalf after January

1, 2014.

**RESPONSE: Admitted.** 

47. Respondent knew or had reason to know that Sam Ghanem continued to act on behalf of

Respondent after January 1.2014.

**RESPONSE: Admitted.** 

48. Sam Ghanem signed one or more contracts on behalf of Respondent after January 1, 2014.

RESPONSE: Admitted.

49. Between January 1, 2014 and December 28, 2015, no person employed by Washington

Movers other than Sam Ghanem signed a service contract on behalf of Respondent.

**RESPONSE: Admitted.** 

50. Washington Movers' first notification to the State Corporation Commission of

Virginia that Sam Ghanem was no longer an officer of Respondent was filed with and

accepted by that Commission on February 16,2016.

RESPONSE: Denied.

14

51. Washington Movers' first notification to the State Corporation Commission of Virginia that Norma Ghanem was President of Respondent was filed with and accepted by that Commission on February 16, 2016.

RESPONSE: Denied.

52. Sam Ghanem remained as an authorized signer on the corporate bank account identified in WMI 0004-0008 until March 23, 2016.

RESPONSE: Admitted.

**DATED:** May 13, 2016

Respectfully Submitted,

/s/ George R.A. Doumar George R.A. Doumar, VSB #26490 Raj H. Patel, VSB #87893 Doumar Martin PLLC 2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, Virginia 22201 Tel: 703-243-3737

Fax: 703-524-7610

gdoumar@doumarmartin.com patel@doumarmartin.com

# **CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via e-mail and

first class mail, postage prepaid to:

Peter J. King
Brian L. Troiano
Brenda Doty
Bureau of Enforcement
Federal Maritime Commission
800 N. Capitol Street, NW
Washington, DC 20573
pking@fmc.gov
btroiano@fmc.gov
bdoty@fmc.gov

/s/ George R.A. Doumar George R.A. Doumar, VSB No. 26490 Raj H. Patel, VSB No. 87893 Doumar Martin PLLC 2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, VA 22201 Tel: 703-243-3737

Fax: 703-524-7610 gdoumar@doumarmartin.com rpatel@doumarmartin.com

# **BOE EXHIBIT 21**

# BEFORE THE FEDERAL MARITIME COMMISSION

**DOCKET NO. 15-10** 

# REVOCATION OF LICENSE NO. 017843 WASHINGTON MOVERS, INC.

# WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND RESPONSES TO THE BUREAU OF ENFORCEMENT'S REQUESTS FOR THE PRODUCTION OF DOCUMENTS NOS. 1-16

Pursuant to 46 CFR 502.206 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and responds to the Bureau of Enforcement's ("Petitioner" or the "BOE") requests for the production of documents nos. 1-16. Washington Movers International, Inc. reserves its right to supplement or amend his objections and responses.

# **GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's requests, Washington Movers
International, Inc. makes the following general objections:

- 1. Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission's Rules of Practice and Procedure.
- 2. Washington Movers objects to the BOE's requests to the extent they are unduly burdensome, call for information that is not relevant or reasonably calculated to lead to the

discovery of admissible evidence, or to the extent that they seek information equally available from sources accessible by the BOE.

- 3. Washington Movers objects to each request to the extent that it seeks identification or production of "all," "each," or "any" persons, documents or things responsive to the request on the ground that such request is overly broad and unduly burdensome, and calls for information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.
- 4. Washington Movers objects to all requests seeking materials which "concern," "refer to," or "relate to" a general subject matter, in that such requests are vague, overbroad, unduly burdensome, and seek identification of materials protected by the attorney-client, and/or attorney work-product privileges.
- 5. Washington Movers objects to each request to the extent that it seeks disclosure of information that is publicly available.
- 6. With regard to requests to which Washington Movers has objected to on the basis that they are vague or overbroad, Washington Movers, without waiving these objections, will produce such information that it believes is responsive to each such request as reasonably construed and only for periods of time, products, and/or methods relevant to the present litigation.
- 7. Washington Movers objects to all requests that call for information protected by the attorney-client privilege, joint defense privilege, or any other privilege recognized by law, or the work product doctrine. Such information will not be provided in response to requests, and any inadvertent disclosure thereof shall not be deemed a waiver or any privilege with respect to such information of any work product doctrine that may be attached thereto.
- 8. Washington Movers objects to the BOE's requests to the extent that they seek information not in the possession, custody, or control of Defendant.

- 9. A statement by Washington Movers that he will produce responsive documents is not a representation that any such document exists.
- 10. Because Washington Movers' investigation and discovery are continuing, Washington Movers reserves the right to supplement, amend, modify, correct or change its responses to any of the BOE's requests to the extent additional facts become known.
- 11. These general objections are referred to herein as "general objections" and are incorporated by reference into each of Washington Movers specific objections and responses set forth below. The following answers are made subject to and in reliance on the general objections set forth above.

### SPECIFIC OBJECTIONS AND ANSWERS

REQUEST FOR PRODUCTION NO. 1: Produce signed copies of all U.S. Federal, state, and local income tax and business tax returns including all attachments and supporting schedules filed by or on behalf of Respondent for the years 2014 and 2015, including any part year returns.

### RESPONSE: Objection - relevance, qualified privilege to tax returns

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's tax returns do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also holds a qualified privilege as to its tax returns.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 2: Produce copies of all payroll journals, ledgers, books or records of any type listing the employees and officers employed by Respondent at any time during the period January 1, 2014 through the present.

RESPONSE: Objection - relevance.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's payroll records do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 3: Produce copies of all IRS Form W-2s issued by Respondent to its employees for the following years: (a) 2014; and (b) 2015.

RESPONSE: Objection - relevance, qualified privilege to information submitted to the IRS

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees Form W-2s do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS. Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

REQUEST FOR PRODUCTION NO. 4: Produce copies of all IRS Form W-4s for Respondent's employees and in effect in for: (a) 2014; and (b) 2015.

RESPONSE: Objection - vague, relevance, qualified privilege to information submitted to the IRS

Washington Movers International, Inc. objects to his request to the extent that it is vague.

Respondent does not understand what "in effect in for" means.

Washington Movers International, Inc. also objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees Form W-4s do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS. Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

REQUEST FOR PRODUCTION NO. 5: Produce signed copies of all IRS Forms 940, 941, 1120 and 1125E filed with the IRS on behalf of Respondent for the year: (a) 2014; and (b) 2015.

RESPONSE: Objection -relevance, qualified privilege to information submitted to the IRS

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees tax documents do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS. Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

REQUEST FOR PRODUCTION NO. 6: Produce copies of all IRS Form 1099-MISC issued by Respondent for the years: (a) 2014; and (b) 2015.

RESPONSE: Objection -relevance, qualified privilege to information submitted to the IRS

Washington Movers\_International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees tax documents do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS. Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

REQUEST FOR PRODUCTION NO. 7: Produce signed copies of all checks drawn on any bank or financial institution account maintained by Respondent for the years 2014 and 2015.

RESPONSE: Objection -relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible

evidence. Respondent's check records do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent is longstanding and active business, which routinely writes checks in the ordinary course of business; for example, Respondent sometimes pays its rent or electric bill via check. Such information has nothing to do with the BOE's claims in this matter. It is unduly burdensome for Respondent to produce checks for a time period ranging approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 8: Produce signed copies of all signature cards executed by any officer, director, or employee of Respondent for all bank or financial institution accounts maintained by Respondent at any time in the years 2013, 2014, and 2015.

RESPONSE: Objection -relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's signature cards do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

This request is also overly broad, as it exceeds the information requested by Judge Guthridge's March 25, 2016 request. This request is unduly burdensome as responsive documents to Judge Guthridge's March 25, 2016 were already produced and serve to the BOE on April 7, 2016.

**REOUEST FOR PRODUCTION NO. 9:** Produce copies of Respondent's by-laws and amendments thereof since its incorporation.

RESPONSE: Objection -relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's by-laws do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent has been in existence since the late 1990s. Copies of its by-laws and amendments dating back 20 years are unrelated to the claims at hand.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 10: Produce copies of minutes held pursuant to the Respondent's by-laws.

RESPONSE: Objection -relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's meeting minutes do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely.

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent has been in existence since the late 1990s. Copies of its meeting minutes dating back 20 years are unrelated to the claims at hand.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 11: Produce copies of all records relating to the issuance and/or transfer of Respondent's common shares of stock from its incorporation through its present.

ANSWER:

Please review WM Ex. A and B.

REQUEST FOR PRODUCTION NO. 12: Produce copies of all real estate, commercial, or personal service contracts signed on behalf of Respondent at any time during the period January 1, 2014 through the present.

ANSWER: Objection - Relevance, overly broad, unduly burdensome. . .

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's real estate, commercial, or personal service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 13: Produce signed copies of all service contracts signed on behalf of Respondent at any time during the period January 1, 2014 to the present.

ANSWER: Objection - Relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence.

Respondent's service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 14: Produce copies of all documents, including but not limited to emails, correspondence, and notes memorializing oral or written conversations and communications, issued by or to any employee or contractor of Respondent related to the contracts produced in response to Production Request 13.

ANSWER: Objection- vague, relevance, unduly burdensome, overly broad.

Washington Movers International, Inc. objects to the extent that this request is vague. Respondent does not understand what documents the BOE is referring to, when the BOE requests "emails, correspondence, and notes memorializing... written conversations and communications." To the best of Respondent's knowledge no emails, correspondence, or notes memorialize written conversations or communications.

Respondent further objects to the extent that this request seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Employee and contractor emails regarding Washington Mover's transportation arrangements does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

REQUEST FOR PRODUCTION NO. 15: Produce copies of all documents, including but not limited to shipping documents, emails, correspondence, notes memorializing oral or written conversations and communications, issued by or to any employee or contractor of Respondent related to the shipment identified in BOE Ex. 3.

#### ANSWER:

No such documents exist. BOE instruction number 2 states: "Except as otherwise noted, discovery responses may be limited to the time period from January 1, 2014 to the present." To the best of Respondent's knowledge, since January 1, 2014 no shipping documents, emails correspondence, notes, or communications regarding the transportation arrangement reflected in BOE Ex. 3 have occurred or been made.

<u>REOUEST FOR PRODUCTION NO. 16:</u> Produce copies of all documents identified in responses to Interrogatories 1-26 that have not been otherwise produced in the above discovery requests.

ANSWER- No objection.

Please see the enclosed disc.

**DATED: May 13, 2016** 

#### Respectfully Submitted,

/s/ George R.A. Doumar George R.A. Doumar, VSB #26490 Raj H. Patel, VSB #87893 Doumar Martin PLLC 2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, Virginia 22201 Tel: 703-243-3737

Fax: 703-524-7610 gdoumar@doumarmartin.com rpatel@doumarmartin.com

#### **CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via e-mail and

first class mail, postage prepaid to:

Peter J. King
Brian L. Troiano
Brenda Doty
Bureau of Enforcement
Federal Maritime Commission
800 N. Capitol Street, NW
Washington, DC 20573
pking@fmc.gov
btroiano@fmc.gov
bdoty@fmc.gov

/s/ George R.A. Doumar George R.A. Doumar, VSB No. 26490 Raj H. Patel, VSB No. 87893 Doumar Martin PLLC 2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, VA 22201 Tel: 703-243-3737

Fax: 703-524-7610

gdoumar@doumarmartin.com rpatel@doumarmartin.com

## **BOE EXHIBIT 22**

# BEFORE THE FEDERAL MARITIME COMMISSION

**DOCKET NO. 15-10** 

# REVOCATION OF LICENSE NO. 017843 WASHINGTON MOVERS, INC.

WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND ANSWERS TO THE BUREAU OF ENFORCEMENT'S INTERROGATORIES NOS. 1-26

Pursuant to 46 CFR 502.205 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and answers the Bureau of Enforcement's ("Petitioner" or the "BOE") interrogatories nos. 1-26. Washington Movers International, Inc. reserves its right to supplement or amend his objections and responses.

#### **GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's interrogatories, Washington Movers International, Inc. makes the following general objections:

- 1. Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission's Rules of Practice and Procedure.
- 2. Washington Movers objects to the BOE's interrogatories to the extent they are unduly burdensome, call for information that is not relevant or reasonably calculated to lead to the

discovery of admissible evidence, or to the extent that they seek information equally available from sources accessible by the BOE.

- 3. Washington Movers objects to each interrogatory to the extent that it seeks identification or production of "all," "each," or "any" persons, documents or things responsive to the interrogatory on the ground that such interrogatory is overly broad and unduly burdensome, and calls for information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.
- 4. Washington Movers objects to all interrogatories seeking materials which "concern," "refer to," or "relate to" a general subject matter, in that such interrogatories are vague, overbroad, unduly burdensome, and seek identification of materials protected by the attorney-client, and/or attorney work-product privileges.
- 5. Washington Movers objects to each interrogatory to the extent that it seeks disclosure of information that is publicly available.
- 6. With regard to interrogatories to which Washington Movers has objected to on the basis that they are vague or overbroad, Washington Movers, without waiving these objections, will produce such information that it believes is responsive to each such interrogatories as reasonably construed and only for periods of time, products, and/or methods relevant to the present litigation.
- 7. Washington Movers objects to all interrogatories that call for information protected by the attorney-client privilege, joint defense privilege, or any other privilege recognized by law, or the work product doctrine. Such information will not be provided in response to interrogatories, and any inadvertent disclosure thereof shall not be deemed a waiver or any privilege with respect to such information of any work product doctrine that may be attached thereto.

8. Washington Movers objects to the BOE's interrogatories to the extent that they seek information not in the possession, custody, or control of Defendant.

9. A statement by Washington Movers that he will produce responsive documents is not a

representation that any such document exists.

10. Because Washington Movers' investigation and discovery are continuing, Washington

Movers reserves the right to supplement, amend, modify, correct or change its answers or

responses to any of the BOE's interrogatories to the extent additional facts become known.

11. These general objections are referred to herein as "general objections" and are

incorporated by reference into each of Washington Movers specific objections and responses set

forth below. The following answers are made subject to and in reliance on the general objections

set forth above.

**SPECIFIC OBJECTIONS AND ANSWERS** 

INTERROGATORY NO. 1: Identify every person who owns or has an ownership interest in any

property owned, leased, or used by Respondent at any time during the period of January 1, 2014

through the present and identify said property.

ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Mrs. Ghanem owns 100% of Washington Movers International, Inc. and has an ownership

interest in all property owned by her company.

3

**INTERROGATORY NO. 2:** If any person identified in Interrogatory 1 is a company, identify all owners and officers of the company.

#### ANSWER:

No company is identified in Respondent's answer to the BOE's Interrogatory 1.

<u>INTERROGATORY NO. 3:</u> If title or right of ownership or right of possession to any property identified above was transferred after January 1, 2014, identify every individual involved in such transfer and explain the nature of the change.

#### ANSWER:

No title or right of ownership or right of possession to any property identified above was transferred after January 1, 2014 to or from Mrs. Norma Ghanem.

**INTERROGATORY NO. 4:** Identify every company that is affiliated with Respondent.

ANSWER: Objection- relevance, overly broad, unduly burdensome.

Respondent objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent further objects to this interrogatory as overly broad and unduly burdensome.

Respondent has conducted business for over 15 years and is affiliated with many different companies. Moreover, it is unduly burdensome to ask a long-standing business to compile a list of every other company that it is affiliated with for a period of over 2 years.

Notwithstanding the foregoing, Respondent is affiliated with:

1. Mediterranean Shipping Company

Address: 2200 Broening Hwy # 260, Baltimore, MD 21224

Tel: 410-631-7567

2. Twin Movers of Annapolis

Address: 9184 E Hampton Dr., Capitol Heights, MD 20743

Tel: 202-487-1376

3. Four Seasons Trading, Inc

Address: 3100 Kaverton Rd., Forestville, MD 20747

Tel: 202-321-5679

INTERROGATORY NO. 5: For every company identified in response to Interrogatory 4,

identify the persons who have an ownership interest in the affiliate and Respondent.

ANSWER:

No person has an ownership interest in Washington Movers International, Inc. and any

company referenced by Washington Movers International, Inc. in its answer to the BOE's

Interrogatory 4.

INTERROGATORY NO. 6: For every company identified in response to Interrogatory 4,

identify the persons who are officers, directors, or members of the affiliate and Respondent.

ANSWER:

No person is an officer, director, or member in Washington Movers International, Inc. and

any company referenced by Washington Movers International, Inc. in its answer to the BOE's

Interrogatory 4.

5

INTERROGATORY NO. 7: Identify all bank and financial accounts which Respondent has maintained individually or jointly at any time during the period January 1, 2013 through the present by describing the type of account, name, address, and telephone number of the financial institution

maintained custody of such account.

ANSWER: Objection - relevance, overly broad.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonable calculated to lead to the discovery of admissible evidence. Washington Movers International, Inc.'s bank account information for the past three years does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. further objects to the extent that this interrogatory is overly broad as it requests information from 2013.

Notwithstanding the foregoing, Respondent maintains the following bank account:

Name: Industrial Bank

Account: Small Business Checking

Address: 4812 George Ave., NW, Washington, DC 20011

Tel: 202-722-2000

INTERROGATORY NO. 8: For each account identified in Interrogatory No. 7, identify every individual authorized to withdraw, transfer, or pledge funds in any manner at any time during the period of January 1, 2014 through the present, and for each individual include the start and/or end dates of his/her authority with respect to such account.

ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Name: Sam Ghanem

Title: Former President of Respondent

Mrs. Norma Ghanem maintains control/authority over the bank account(s) referenced in

Washington Movers International, Inc.'s answer to the BOE's interrogatory 7. Sam Ghanem was

a signatory to the account from November 2014 through March 2016.

INTERROGATORY NO. 9: Identify every individual who possessed an ownership interest in

Respondent by any means at any time during the period January 1, 2014 through the present. For

each individual identified, describe the type of interest held, the extent of such interest and if less

than the entire period, the start and end dates of such interest.

ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

As of January 1, 2014, Mrs. Norma Ghanem was the sole shareholder of Respondent.

INTERROGATORY NO. 10: Identify every individual who was or is an employee, officer or

director of Respondent at any time during the period January 1, 2014 through the present. For each

individual identified, state his/her title or description of position. If employed for less than the

entire period, please provide start and/or end dates of such employment.

7

#### ANSWER: Objection - Relevance, overly broad.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Washington Movers International, Inc. is a long standing business and sometimes employs transient employees for basic clerical or manual tasks (i.e. cleaning). To the extent that this request asks for such information it is overly broad. Notwithstanding the foregoing:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Name: Sandra Rodriguez
Title: Office Manager

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: airdocs@wmius.com

Name: Larry Black

Title: Warehouse attendant

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: N/A Mid-2013 to Early 2016

Name: Sam Ghanem

Title: Former President of Respondent

INTERROGATORY NO. 11: Identify any other entity in which any officer, director, shareholder, or employee of Respondent has any interest by ownership or control of such entity and for each describe the nature and time period of such interest.

#### ANSWER: Objection - relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's officers, directors, shareholders, and employees have ownership interests in various entities; for example, Ms. Ghanem possibly holds stock in several blue-chip companies. To the extent that this requests asks for such information, it is overly broad. Furthermore, requesting that Respondent interrogate each of its employees for their ownership interests in third-party businesses and then compile a list of these businesses is unduly burdensome, especially as this information is unrelated to the claims at hand.

INTERROGATORY NO. 12: Identify all real estate, commercial, or person service contracts signed on behalf of Respondent at any time during the period January 1, 2014 to the present.

ANSWER: Objection - Relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's real estate, commercial, or personal service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this interrogatory as overly broad and unduly burdensome as it covers a period of approximately 30 months. Notwithstanding the foregoing, please refer the disc produced with Respondent's responses to the BOE's requests for production of documents.

INTERROGATORY NO. 13: Identify all service contracts signed on behalf of Respondent at any time during the period of January 1, 2014 to the present.

ANSWER: Objection - Cumulative, relevance, overly broad, unduly burdensome.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this interrogatory as overly broad and unduly burdensome as it covers a period of approximately 30 months.

INTERROGATORY NO. 14: Identify all individuals who participated in any manner on behalf of Respondent in the booking and making of any related transportation arrangements for the shipment identified in BOE Ex. 3. For each individual named, please identify their title or positions.

ANSWER: Objection - relevance, cumulative.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. BOE Ex. 3 is a series of unsigned documents, including a dock receipt, certificate of salvage for a vehicle, a booking receipt, and documents under the "Mediterranean Shipping Company (USA), Inc." letterhead. These documents do not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Notwithstanding the foregoing, one of the documents in BOE ex. 3 states: "Contact: Sandra." Although it does not specify Sandra Rodriquez, referenced in Respondent's answer to BOE Interrogatory 10, Respondent will answer this interrogatory as if the document did state "Contact: Sandra Rodriquez." Ms. Rodriquez is Respondent's office manager and provides administrative support to the company. However, she exercises no control over Respondent. She is often listed as a general contact. Ms. Rodriguez had no knowledge of any wrongdoing with respect to the transportation arrangement reflected in BOE Ex.3, as is implied by the BOE.

INTERROGATORY NO. 15: Identify all individuals employed by Mediterranean Shipping Company with whom the individuals named in response to Interrogatory 14 communicated by any means in booking the shipment and making all related transportation arrangements for the shipment identified in BOE Ex. 3. For each individual named, please provide their address, title or position.

#### ANSWER:

To the best of Respondent's knowledge, no one individual acting on behalf of Respondent communicated with a specific individual at MSC regarding BOE. Ex. 3.

INTERROGATORY NO. 16: Identify all employees or contractors of Respondent who participated in any manner in the loading of property on or about December 20 and 21, 2013 into shipping container number MSCU9119445 identified in BOE Ex. 3.

#### ANSWER:

Respondent is unaware of any employee or contractor or employee who participated in the loading of container MSCU9119445.

INTERROGATORY NO. 17: Identify all employees or contractors of Respondent who

participated in any manner in picking up shipping container MSCU9119445 at Seagirt Marine

Terminal in Baltimore, MD and transporting it to Respondent's facility on or about December 20,

2012.

ANSWER:

Respondent is unaware of any employee or contractor or employee who participated in the

picking up of container MSCU9119445.

INTERROGATORY NO. 18: Identify all individuals employed by Respondent who were

authorized to negotiate the terms of service contracts on behalf of Respondent during the period

from January 1, 2014 through the present.

ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Name: Sandra Rodriguez

Title: Office Manager

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: airdocs@wmius.com

Name: Sam Ghanem

Title: Former President

12

<u>INTERROGATORY NO. 19:</u> Identify all individuals employed by Respondent who were authorized to sign service contracts on behalf of Respondent during the period from January 1, 2014 through the present.

#### ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Name: Sam Ghanem
Title: Former President

INTERROGATORY NO. 20: Identify the device(s) on which the documents contained in WM Ex. A and B were originally created. For purposes of this interrogatory, the response should describe the type of device (e.g. computer word processor, typewriter, smart phone, etc.) the specific location of such device, and the person or persons authorized to use of have such access to such device.

ANSWER: Objection -relevance, unduly burdensome, cumulative.

Washington Movers International, Inc. objects to the extent that this interrogatory seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the metadata of WM Ex. A and B. pursuant to Judge Guthridge's March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014.

Notwithstanding the foregoing, WM Ex. 1 and 2 were created with word processing software, and subsequently converted to portable document format by the computers of Doumar Martin, PLLC. Said computers are located at the offices of Doumar Martin PLLC.

INTERROGATORY NO. 21: Identify the individual who initially created the documents contained in WM Ex. A and B.

ANSWER: Objection -relevance, unduly burdensome, cumulative.

Washington Movers International, Inc. objects to the extent that this interrogatory seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the metadata of WM Ex. A and B, pursuant to Judge Guthridge's March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014.

Notwithstanding the foregoing, WM Ex. 1 and 2 were created by:

Name: George R.A. Doumar

Title: Founder/Partner

**Employer: Doumar Martin PLLC** 

Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201

Business Phone: 703-243-3737

Business E-mail: gdoumar@doumarmatin.com

INTERROGATORY NO. 22: Identify the date on which the documents contained in WM EX.

A and B were initially created.

ANSWER: Objection -relevance, unduly burdensome, cumulative.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the

metadata of WM Ex. A and B, pursuant to Judge Guthridge's March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014.

Notwithstanding the foregoing, WM Ex. 1 and 2 were created on December 31, 2013 and January 1, 2104, respectively. At the latest, the documents were scanned and saved in portable document format on January 2, 2014.

INTERROGATORY NO. 23: Identify any inventory of corporate records and/or property prepared by the federal government in connection with the execution of search warrants incident to the arrest of Sam Ghanem.

ANSWER: Objection - relevance, unduly burdensome.

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Sam Ghanem's arrest has nothing to do with Respondent. As of January 1, 2014, Mrs. Norma Ghanem is the sole owner of Respondent.

This interrogatory is also unduly burdensome because upon information, the BOE is communicating with the law enforcement agency that investigated Mr. Ghanem's alleged misconduct. Respondent should not have to produce documents or provide inventories of documents to which the BOE already has access.

<u>INTERROGATORY NO. 24:</u> Identify all records taken from Respondent by the federal government in connection with the execution of search warrants incident to the arrest of Sam Ghanem that have not been returned to Respondent.

ANSWER: Objection - relevance, unduly burdensome.

Washington Movers International, Inc. objects to this interrogatory to the extent that it

seeks irrelevant information, which is not reasonably calculated to lead to the discovery of

admissible evidence. Sam Ghanem's arrest has nothing to do with Respondent. As of January 1,

2014, Mrs. Norma Ghanem is the sole owner of Respondent. This request is also unduly

burdensome as Respondent did not keep an inventory of the documents which the federal

government confiscated; thus, Respondent does not know which, if any documents, were returned

or not returned. Also, upon information, the BOE is communicating with law enforcement agency

that investigated Mr. Ghanem's alleged misconduct. Respondent should not have to provide

inventories of documents to which the BOE already has access.

INTEROGATORY NO. 25: Describe all efforts made by Respondent to recover records taken

but not returned by the federal government and identify the individuals who have undertaken such

efforts including the dates of such efforts.

ANSWER:

Respondent relied on Sam Ghanem's counsel to recover the taken documents, but is

uncertain as to the specific attempts made by said counsel to recover the taken documents.

**INTERROGATORY NO. 26:** Identify each person who furnished or assisted in furnishing

information responsive to any Interrogatory or portion thereof, and identify the Interrogatories to

which such person furnished information or records.

ANSWER:

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer.

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

16

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Name: George R.A. Doumar

Title: Founder/Partner

**Employer: Doumar Martin PLLC** 

Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201

Business Phone: 703-243-3737

Business E-mail: gdoumar@doumarmatin.com

Name: Raj H. Patel Title: Associate

**Employer: Doumar Martin PLLC** 

Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201

Business Phone: 703-243-3737 ....

Business E-mail: rpatel@doumarmartin.com

DATED: May 13, 2016

Respectfully Submitted,

/s/ George R.A. Doumar

George R.A. Doumar, VSB #26490

Raj H. Patel, VSB #87893 Doumar Martin PLLC

2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, Virginia 22201

Tel: 703-243-3737 Fax: 703-524-7610

gdoumar@doumarmartin.com
rpatel@doumarmartin.com

#### **CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via email and

first class mail, postage prepaid to:

Peter J. King
Brian L. Troiano
Brenda Doty
Bureau of Enforcement
Federal Maritime Commission
800 N. Capitol Street, NW
Washington, DC 20573
pking@fmc.gov
btroiano@fmc.gov
bdoty@fmc.gov

/s/ George R.A. Doumar

George R.A. Doumar, VSB No. 26490 Raj H. Patel, VSB No. 87893 Doumar Martin PLLC 2000 N. 14<sup>th</sup> Street - Suite 210 Arlington, VA 22201

Tel: 703-243-3737 Fax: 703-524-7610

gdoumar@doumarmartin.com rpatel@doumarmartin.com

#### **VERIFICATION**

I hereby verify that Respondent Washington Movers International, Inc.'s answers to the Bureau of Enforcement's Interrogatories Nos. 1-26 are true and correct, to the best of my current knowledge, information, and belief, based on information either known to me or on a review of Respondent Washington Movers International, Inc.'s records.

Dated: May 13th, 2016

Norma Ghanem

President

## **BOE EXHIBIT 23**

#### FEDERAL MARITIME COMMISSION

DOCKET NO.	15-10
------------	-------

### REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE NO. 017843 – WASHINGTON MOVERS, INC.

#### BUREAU OF ENFORCEMENT'S FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS DIRECTED TO WASHINGTON MOVERS, INC.

The Bureau of Enforcement requests the above-named Respondent to answer separately and fully in writing, under oath, the interrogatories set forth below in accordance with Rules 201 and 205 of the Commission's Rules of Practice and Procedure, 46 C.F.R. §§ 502.201 and 502.205, and to produce and permit the Bureau of Enforcement to inspect and copy the documents identified below, in accordance with Rule 206, 46 C.F.R. § 502.206.

#### A. INSTRUCTIONS AND DEFINITIONS

The following general instructions and definitions shall apply to the interrogatories and requests for production herein:

1. If an interrogatory consists of a number of separate subdivisions, or related parts or portions, a complete response is required to each part or portion with the same effect as if it were propounded as a separate interrogatory. Should an objection to an interrogatory be interposed, it should clearly indicate to which part or portion of the interrogatory it is directed.

- Except as otherwise noted, discovery responses may be limited to the time period from January 1, 2014 to the present.
- 3. The terms "to the present" or "the present", when referring to a time period, mean the date on which the responses hereto are signed.
- 4. The term "Respondent" means Washington Movers, Inc. a/k/a Washington Movers International, Inc.
- 5. Reference to an exhibit or exhibits identified as "BOE Ex. \_\_\_ " shall be to the exhibit so identified by Administrative Law Judge Guthridge in the Exhibits And Preliminary Findings of Fact, served in this proceeding on March 25, 2016, exhibits in BOE's response thereto, or to exhibits so identified and attached hereto.
- 6. Reference to an exhibit or exhibits identified as "WM Ex.\_\_\_" shall be to the exhibit so identified by Administrative Law Judge Guthridge in the Exhibits And Preliminary Findings of Fact, served in this proceeding on March 25, 2016, or to exhibits so identified and attached hereto.
- 7. Reference to exhibit or exhibits identified by Bates number "WMI\_\_\_\_" shall be to the exhibits so identified by Respondent in its Production Pursuant To March 25, 2016

  Discovery Schedule & Response To Exhibits And Preliminary Findings Of Fact, filed in this proceeding on April 7, 2016.
- 8. The terms "documents," "documentation," or "record" are to be construed broadly and include, but are not limited to, all forms, whether or not privileged, of typewritten, handwritten, computer-generated, or reproduced hard copy and electronic records, notes, minutes, letters, facsimile transmissions, telexes, memos, notices, electronic mail, ledgers, invoices, correspondence, and proposals.

- 9. The term "correspondence" means Respondent's internal and external communications, including but not limited to all forms of letters, notes, records of telephone conversations, electronic mail, instant messages, facsimile transmissions, telexes, and memos.
- 10. The term "ownership interest" includes the right to convey, a lien, an interest in, or a right to use, occupy, enjoy, profit, benefit, or receive any advantage that is proprietary, financial, or equitable from the whole or any part.
- 11. The term "asset" means real and personal property of any kind, tangible and intangible, including but not limited to accounts of all kinds, certificates of title or ownership, judgments, liens, leases and rental agreements.
- 12. The term "shipment records" means all documents issued, prepared, processed or received by Respondent including, but not limited to ocean bills of lading (including house or master bills of lading), correspondence, telexes, e-mail, purchase orders, invoices, packing lists, dock receipts, shipping orders or instructions, booking notices, arrival notices, commercial invoices or documents supporting import valuation, export declarations, freight bills, records reflecting payment of freight charges by or to any ocean common carrier or non-vessel-operating common carrier, and any other documentation relating to shipments identified herein.
- 13. If any document which is requested to be described or produced hereunder is no longer in Respondent's possession because such document has been destroyed or transferred to another person beyond Respondent's custody or control, Respondent shall state what disposition was made of such document, to whom such document was transferred for

- retention or destruction, and the date on which such document was transferred and/or destroyed.
- 14. The term "identify" when used with respect to a document or written communication means: (a) state the date of the document; (b) state the name of the person to whom such document or such document was addressed and the name of each person to whom such document or copy thereof was sent; (c) state the general nature or description of such document (e.g. letter, memorandum, minutes of meeting, etc.) and a summary of the contents thereof; (d) state the form and format of the document (e.g., paper, Microsoft Excel, etc.); and (e) identify the location of the document at the present time and the person having possession or custody thereof.
- 15. The term "identify" when used with respect to a bill of lading or service contract, means: (1) to state the date of the document; (2) to state the shipper and carrier shown on the document as being parties thereto; (3) to identify the document by bill of lading number or service contract number; and (4) to identify the location of the document at the present time.
- 16. The term "identify," when used to refer to a natural person, means: (a) the person's present or last known title and employer or other business affiliation; (b) the person's business address, business telephone number, business fax number, and business email address at the time of the actions to which each interrogatory is directed; and (c) the person's title and employer or other business affiliation at the time of the actions to which each interrogatory is directed.
- 17. The term "identify", when used to refer to a corporation or other business entity, means:(a) the corporation or other business entity's name; and (b) the corporation or other

- business entity's address, telephone number, fax number and e-mail address at the time of the actions to which each interrogatory is directed.
- 18. Unless otherwise indicated, the term "company" includes corporations, limited liability entities, partnerships, and sole proprietorships.
- 19. Unless otherwise indicated, the terms "affiliated" or "affiliate" when used in connection with a relationship between or among companies, means related through common control, common ownership interest, common officers or directors, or a parent/subsidiary relationship.
- 20. The term "produce" means to provide any requested document, documentation, record, correspondence, or shipment record in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- 21. Unless otherwise indicated, the term "person" shall have the same meaning as set forth in 1 U.S.C. 1, i.e., individuals, corporations, companies, associations, firms, partnerships, societies, and joint stock companies.
- 22. All discovery responses are continuing in character. If further or different information is obtained after initial responses are filed (but prior to hearing in this docket), Respondents must file a supplementary response.
- 23. Should you claim privilege for any information or documents requested by any of the following Interrogatories or Requests for Production of Documents, such documents or information shall be described in a manner sufficient for identification for subsequent discovery. In addition to supplying the above-noted information covering such documents or information, you shall indicate that you claim privilege therefore and shall specify in detail all the grounds on which the claim of privilege rests.

24. All responses shall be due within thirty (30) days of service thereof.

# BOE EXHIBIT 24 See CD enclosed with hard copy

## **BOE EXHIBIT 25**

# CONTENTS OF CD CONTAINING DOCUMENTS IN RESPONSE TO BOE REQUEST FOR PRODUCTION OF DOCUMENTS

Document Description	WMI Bates No.
2014 Form 1120 Federal Tax Return of WMI (unsigned)	0017 - 0025
2014 Md. Form 500 of WMI (unsigned)	0026 - 0028
Virginia Certified Copy of WMI Articles of Incorporation	0029 - 0038
Best Pick Program Master Agreement between WMI and EBSCO	0039 - 0053
for evaluation of consumer service provider	
Copies of 7 checks dated in 2016	0054
WMI Payroll Summary	0055 0056
Email from Sandra Rodriguez to shipper	0057
Email from Jay Drury to Sam/Norma	0058
Email from Sam to Sandra	0059 - 0060
Email from Jamie Cox to Norma	00061
Email from Sam to Didith Perez	0062 - 0063
Email from Josh Kalowick to Sam	0064
Email from Sam to Josh Kalowick	0065
Email from John Parks to Sam	0066 – 0067
Email from Sandra to shipper	0068
Email from Sandra to shipper	0069
Email from Sandra to shipper	0070 - 0071
Email from shipper to Sam	0072 - 0075
Email from shipper to Sam	0076 - 0081
Email from Sandra to shipper	0082
Email from Sandra to shipper	0083
Email from Sandra to shipper	0084
Email from Sandra to shipper	0085
Email from Sandra to shipper	0086

#### **CERTIFICATE OF SERVICE**

I hereby certify that on this 13th day of June, 2016, a copy of the foregoing Motion For A Determination Of The Insufficiency Of Request For Admission Responses And To Compel Response To Interrogatories And Requests For Production Directed To Washington Movers, Inc. and Exhibits has been served upon counsel for Respondent via email and by first class mail with postage prepaid.

Brenda Doty

George R. A. Doumar, Esq.
Raj H. Patel, Esq.
Doumar Martin PLLC
2000 N. 14<sup>th</sup> Street, Suite 210
Arlington, VA 22201
gdoumar@doumarmartin.com
rpatel@doumarmartin.com

# **BOE EXHIBIT 26**

#### MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 14-425WW

## 1. ORIGIN(S):

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Ukraine, Russia, Turkey, Greece, Algeria, Morocco, Libya, Malta, Tunisia, Nigeria, Benin, Cameroon, Sterra Leone, Togo, Ghana IPMR: Saudi Arabia, Qatar, United Arab Emirates, Kuwait, Oman, Bahrain, Iraq, Pakistan, Yemen, Jordan, Djibouti

3. COMMODITY (IES):

GTBEA + IPMR: CARS AND PARTS

HHGDS

IPMR: MACHINERY

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS IPMR: 75 TEUS

GLOBAL MVC: 300 TEUS
5. RATES AND CHARGES:

## See Appendix

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.
- (c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract,

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

- (d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.
- (e) Third Party Costs Clause Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:
  - From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
  - 2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

/ BOE Ex. 26

or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

#### Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

#### 10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swisa and US regulations ("the Laws").

The compliant parties warrant and represent that:

- (i) they are not persons or entities restricted from doing business with and for banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;
- (ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

#### CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Co., S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -----

By: Pasquale Formisano

Title: Director

Shipper:

WASHINGTON MOVERS, INC.

7913 Cryden Way, Districts Heights, Maryland 20747, USA

Signature:

By: Sam Ghanem

Title: President

Affiliates: (if any)

## **BOE EXHIBIT 27**

## MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 14-425WW

#### AMN 1

11. CONTRACT PARTIES:
The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Co., S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -----

By: Pasquale Formisano

Title: Director

Shipper:

WASHINGTON MOVERS, INC.

7913 Cryden Way, Districts Heights, Maryland 20747, USA

Signature: .

By: Sam Ghanem

Title: President

Affiliates: (if any)

BOE Ex. 27

# **BOE EXHIBIT 28**

#### MSC MEDITERRANEAN SHIPPING CÓMPANY S.A.

12-14 Chemin Ricu - 1208 Geneva - Switzerland Service Contract No. 15-1070TE

## 1. ORIGIN(S):

2. DESTINATION (S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Russia, Ukraine, Algeria, Turkey, Greece, Malta, Tunisia, Libya, Benin, Cameroon, Sierra Leone, Ghana, Togo, Nigeria IPMR: Jordan, Djibouti, Yemen Republic, United Arab Emirates, Saudi Arabia, Bahrain, Qatar, Oman, Kuwait, Iraq, Pakistan

3. COMMODITY (IES):
GTBEA: CARS AND PARTS
HHGDS

IPMR: AUTO/AUTO PARTS / BOATS AND MACHINERY 6 PARTS HHGDS

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION: GTBEA: 225 TEUS

IPMR: 75 TEUS TOTAL MVC: 300 TEUS

#### 5. RATES AND CHARGES:

#### See Appendix

- (a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.
- (b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.
- (c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

- (d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.
- (e) Third Party Costs Clause Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:
  - From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
  - The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

BOE Ex. 28

#### PER DIEM

A charge assessed, after the expiration of free time <u>outside</u> of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

#### Free Time & Charges:

As per Steamship Line's Tariff & Interchance Agreement

#### 10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

- (i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;
- (ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

#### 11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Company S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: ----

By: Pasquale Formisano Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC

7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA

Signature: ----By: Sam Ghanem Title: PRESIDENT

Affiliates: (if any)

## **BOE EXHIBIT 29**

### MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland Service Contract No. 15-1070TE

#### AMN 1

#### CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

#### Carrier:

MSC Mediterranean Shipping Company S.A. 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: ----

By: Pasquale Formisano Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC

7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA

Signature: By: Sam Ghanem

Title: PRESIDENT

Affiliates: (if any)

30E Ex. 29

## **BOE EXHIBIT 30**

SVC No: 2014-667

Amendment Nr 0

APPRIAR MARYNA AT MA. AAZ 4 AAT	•	a natura uma natura dem la di . A.
SERVICE CONTRACT NO: 2014-667	**************************************	AMENDMENT No:0
**************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

#### Signature Page

Pursuant to FMC regulation 46 CFR section 582.11 Contractor by execution of this contract, certifies its status and that of all its affiliates authorized to use this contract as:

- (x) NVOCC
- **Contractors Association** (2)
- Owner of the cargo (3)
- () Other (Please specify)

in witness whereof, the parties have agreed to the rates, terms and conditions of this service contract as of this day

Contractor

Washington Movers, Inc.

Address: 7913 Cryden Wey District Heights , MD 20747

Name : Sam Ghanem

: President

Affiliato(s):

Signature (Contractor)

#### Carrier

TURKON AMERICA INC as agent for TURKON CONTAINER TRANSPORT AND SHIPPING INC

Name

: Musiafa Mem

Title

: President

Address

: TURKON AMERICA INC

100 PLAZA DRIVE

MAIN FLOOR SECAUCUS NJ 07094

Signatura (Carrier)

# **BOE EXHIBIT 31**

#### United Arab Shipping Co. (S.A.G.) 511 South Avenue Cranford, New Jersey 07016 **United States**

CONFIDENTIAL SERVICE CONTRACT Number: 2013 0000252641 4 ESSENTIAL TERMS ("ET") PUBLICATION: FMC No. 46 2013-252641

This Service Contract is entered into and between United Arab Shipping Co. (UASC) (Hexelogiter referred to as "Carrier"), Washington Movers, Inc. (Herein after referred to as "Shipper") whereby the parties mutually agree to bind themselves to the term and conditions set forth in the pages attached.

In WITHUSS whereas, the parties have signified, their agreement to these terms and conditions by the execution of below contract by where their duly authorized representatives.

Signature April 28, 2014

Name: Dorrah Nensey

Address: 511 South Avenue Cranford,

New Jersey, United States 07016

Tel:908-272-0050 Fax:908-272-9221

Email: Dorrah, Nensey@uasc.net

Signature April 28, 2014

Name: Mr. Sam Ghanem

Address: 7913 Cryden Way

District Heights, MARYLAND 20747

Phone: 1-301-5163000 Fax: 1-301-516-1515 Email: sam@wmius.com

Shipper Certification

Pursuant	to FMC	Regi	ılati	on 46	C.F.P	. Se	ction	1 51	4.7,	Shipper,	bν	execution		rhie
Contract,	. certi	.fies	its.	status	and	that	all	of	its	affiliates	i ai	thorized	10	priliza
this Cont	ract a	: 2:											••	

Cargo owner or consignee; or

Other (specify: 1; or

x Signatory acting as non-vessel operating common carriers(s).

NVOCCs registered in the U.S. must have a valid license from the FMC and a copy must be on file with the Carrier. Also, these NVOCCs must have tariff(s) and bond(s) on file with the FMC indicating they are in total compliance with regulations in the CFR. Copies of the tariff title pages as well as copies of the bonds must be on file with the Carrier.

NVOCC without licenses (not registered in the U.S.) can only operate in the U.S. through an appointed agent that is licensed in the U.S as an NVOCC or as an ocean freight forwarder. Documentation supporting this must be on file with the Carrier.

BOE Ex. 31

# WM EXHIBIT A

#### **Stock Transfer Agreement**

This Transfer Agreement is entered into as of this 31st day of December 2013 by and among Sam R. Ghanem (the "Transferor"), Norma Ghanem (the "Transferee") and Washington Movers, Inc. (the "Corporation"), a Virginia corporation.

#### WITNESSETH:

WHEREAS, the Transferor is the sole shareholder of the Corporation owning 1,000 shares of common stock (referred to hereinafter as the "Common Stock" of the "Shares");

WHEREAS, the Transferor wishes to transfer the Shares to the Transferee;

WHEREAS, to induce the Corporation to consent to the transfer of Shares by the Transferor to the Transferee, that Transferee wishes to make the agreement set forth herein;

NOW, THEREFORE, the Transferor and the Transferee agree to be legally bound hereby, hereby agree as follows:

- 1. The Transferor represents and warrants that he is the true and lawful owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor and to the Shares.
- 2. The Transferor hereby transfers his entire ownership interest in the Corporation, consisting of 1000 shares, to the Transferee, in exchange for One Hundred Dollars (\$100).
- 2. In reliance on the foregoing representations, warrants and covenants, the Corporation hereby consents to the transfer of Shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.

IN WITNESS WEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEREE

Norma Ghanem

Title:

TRANSFEROR:

Sam R. Ghanem

WASHINGTON MOVERS, INC.:

# WM EXHIBIT B

#### Washington Movers, Inc.

#### Unanimous Written Consent in Lieu of

#### **Meeting of Directors**

The undersigned, being all of the shareholders of Washington Movers, Inc. (the "Corporation"), and acting pursuant to the Virginia Code, and related provisions, and in accordance with the Corporation's Articles of Incorporation, hereby approve and adopt the following resolutions by unanimous written consent of the Directors in lieu of an annual meeting:

RESOLVED: That the Directors approve the transfer of shares by and between Sam R. Ghanem and Norma Ghanem.

RESOLVED FURTHER: That Sam R. Ghanem is authorized to execute a Share Transfer Agreement on behalf of the Corporation reflecting the transfer of Mr. Ghanem's shares to Mrs. Ghanem.

RESOLVED FURTHER: That Sam R. Ghanem resigns as an officer and director of the Corporation.

RESOLVED FURTHER: That Norma Ghanem is appointed as the sole officer (President, Secretary and Treasurer) and director of the Corporation.

We further certify that this corporation is duly organized and existing, and has the power to take action called for by the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date indicated by his signature.

Shanam

Norma Ghanem

Data

# WM EXHIBIT C

website.

Commonwealth of Virginia

State Corporation Commission

Home; Site Map | About SCC | Contact SCC | Privacy Policy



SCC efile > Entity Search > Entity Details



**Business Entity Details** SCC eFile

वांचम 📀

Login | Create an Account

SCC eFile

Washington Movers International, Inc.

**Business Entity Search** Certificate Verification SCC eFile Home Page Distinguishability **Give Us Feedback** Check Name Contact Us

**Business Entities** 

**UCC** or Tax Liens

**Additional Services** Court Services

Principal Office

Select an action

File a registered office address change File a registered agent change

Resign as registered agent

File an annual report

Date of Formation/Registration: 7/11/1996

Shares Authorized: 1000

Status: Active

Jurisdiction of Formation: VA

Entity Type: Corporation

SCC ID: 04688388

General

Pay annual registration fee

Order a certificate of good standing

Submit a PDF for processing (What can I submit?)

View eFile transaction history Manage email notifications

SPRINGFIELD VA22150 **6714 FORSYTHIA ST** 

Registered Agent/Registered Office

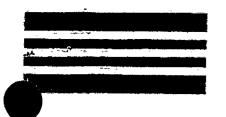
6714 FORSYTHIA STREET SPRINGFIELD VA 22150 NORMA S. GHANEM FAIRFAX COUNTY

WM Ex.

Effective Date: 11/20/2015 Status: Active

Screen ID: e1000

# WM EXHIBIT D



# 2015 ANNUAL REPORT COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION



CORPORATION NAME     Washington Movers International, Inc.		DUE DATE: 7/31/2015					
	SCC ID NO.: 0468838-8						
2. VA REGISTERED AGENT NAME AND ADDRESS: OFFICER.	5. STOCK INFORMATION:						
SAM R GHANEM 6714 FORSYTHIA ST		CLASS	AUTHORIZED				
SPRINGFIELD VA 22150		COMMON	1,000				
3. CITY OR COUNTY OF VA REGISTERED OFFICE: 129 - FAIRFAX COUNTY							
4. STATE OR COUNTRY OF INCORPORATION: VA - VIRGINIA							
DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE black only.	E. Carefully	read the enclose	d instructions. Type or print in				
6. PRINCIPAL OFFICE ADDRESS:							
Mark this box if address shown below is correct	If addres	ss is blank or inco	rrect, add or correct below.				
RESS: 6714 FORSYTHIA ST	ADDRESS:						
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/S	ST/ZIP:					
7. DIRECTORS AND PRINCIPAL OFFICERS: All direct	tors and princi vidual may be	pal officers must be lis designated as both a c	ted. lirector and an officer.				
Mark appropriate box unless area below is blank:  □ information is correct □ information is incorrect ☒ Delete information	If information	at lower left is incorrec	at or blank, please mark appropriate box				
NAME: SAM GHANEM	NAME:	Omnadon below: LiCon	ection Addition Replacement  FFICER DIRECTOR				
TITLE: P/T	TITLE:						
ADDRESS: 6714 FORSYTHIA ST	ADDRESS:						
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/S	T/ZIP:					
I affirm that the information contained in this report is acc		i ij	ne date below.				
SIGNATURE OF DIRECTOR/OFFICER LISTED IN THIS REPORT	RINTED NAME A						
lass 1 misdemeanor for any person to sign a document that is false in a mission for filing.	any material re	spect with intent that t	he document be delivered to the				
CISO360 WM Ex D							

## 2015 ANNUAL REPORT CONTINUED

ORPORATE NAME: Vashington Movers International, Inc.

DUE DATE: 7/31/2015 SCC ID NO .: 0468838-8

ECTORS AND PRINCIPAL OFFICERS (continued):

All directors and principal officers must be listed. An individual may be designated as both a director and an officer.

	and an onicol.
Mark appropriate box unless area below is blank; ☐ Information is correct ☐ Information Is incorrect ☐ Delete Information	if information at lower left is incorrect or blank, please mark appropriate box and enter information below: ☐ Correction ☐ Addition ☐ Replacement
OFFICER X DIRECTOR X	A STATE OF THE STA
NAME; NORMA GHANEM	NAME: Norma Ghanem
TITLE: OFFICE MNGR	TITLE: President/ Secretary/ Treasurer
ADDRESS: 6714 FORSYTHIS ST	ADDRESS: 6714 Forsythia Street
CITY/ST/ZIP: SPRINGFIELD VA 22150	CITY/ST/ZIP: Springfield, VA 22150
Mark appropriate box unless area below is blank:	If Information at lower left is incorrect or blank, please mark appropriate box
☐ Information is correct ☐ Information is incorrect ☑ Delete Information	and enter information below: Correction Caddition Replacement
OFFICER X DIRECTOR	OFFICER DIRECTOR
NAME: SONIA KAOVECH	NAME:
TITLE: EXPORT MANAGER	TITLE:
ADDRESS: 12764 WOOD HOLLOW DRIVE APT 1525	ADDRESS:
ST/ZIP: WOODBRIDGE VA 22192	CITY/ST/ZIP:
Mark appropriate box unless area below is blank:	If information at investme in increase as blank
☑ Information is correct ☐ Information is incorrect ☐ Delete Information	If information at lower left is incorrect or blank, please mark appropriate box and enter information below: ☐ Correction ☐ Addition ☐ Replacement
OFFICER X DIRECTOR	OFFICER DIRECTOR
NAME: SANDRA RODRIGUEZ	NAME:
TITLE: ACCOUNTING	TITLÉ:
ADDRESS: 2404 LADYMEADE DR	ADDRESS:
CITY/ST/ZIP: SILVER SPRING MD 20906	CITY/ST/ZIP:
Mark appropriate box unless area below is blank:	If Information at lower left is incorrect or blank, please mark appropriate box
Information is correct  Information is incorrect  Delete Information	and enter information below: Gorrection Addition Replacement
OFFICER DIRECTOR	OFFICER DIRECTOR
P. 1771	NAME:
İ	TITLE:
ADDRESS:	ADDRESS:
Name 112 and 123 and 1	, 10011200.
CITYST/ZIP:	CITY/ST/ZIP:
CITYST/ZIP:	İ

## ANNUAL REPORT INSTRUCTIONS

An annual report that does not contain any director or officer change may be submitted online at sccefile.scc.virginia.gov.

The following instructions relate to the preparation of an annual report that is to be submitted on paper for filing.

The annual report must be completed in black print or type, and be legible and reproducible.

THE PRE-PRINTED INFORMATION SET FORTH IN SECTIONS 1 THROUGH 5 CANNOT BE CHANGED ON THE COMMISSION'S RECORDS BY FILING AN ANNUAL REPORT. Changes to information in these sections require a separate filing.

To change information listed in sections 2 and 3, the corporation will need to file a Statement of Change, which can be accomplished online at sccefile.scc.virginia.gov. To obtain a paper version of the Statement of Change on pre-printed form SCC635/834, visit our website at scc.virginia.gov/clk/ElectronicFormRequest.aspx or contact the Clerk's Office.

To obtain appropriate forms and instructions to change information listed in sections 1, 4 or 5, visit our website at scc.virginia.gov/clk/formfee.aspx or contact the Clerk's Office.

The principal office address of the corporation as of the date the report is signed <u>must</u> be set forth in section 6. The information set forth in the left-hand box reflects the address currently on file with the Commission. If this box is blank or contains incorrect information, set forth the current principal office address in the right-hand box.

All directors and principal officers (e.g., president, vice president, treasurer, secretary, etc.) of the corporation as of the date the report is signed must be listed in section 7. The information set forth in the left-hand box reflects the information currently on file with the Commission. The right-hand boxes are to be used to update the displayed information and to add information for new directors and officers.

Almost all corporations are required to have at least one director and one officer. An individual who is serving as an officer <u>and</u> director should have both the officer and director boxes marked next to his or her name. If the corporation is not required to have any directors or officers as a matter of law, and none have been elected or appointed, write "No Directors," "No Officers" or "No Directors or Officers" in a right-hand box.

If needed, the annual report may include additional pages to accommodate the listing of all directors and principal officers. Do <u>not</u> staple the pages of the annual report together.

Note: All directors and officers listed on the annual report will be "of record" when the annual report is filed, but our computer database will only reflect information for the first five individuals who are listed unless the annual report is filed online.

The annual report <u>must</u> be signed by an officer or a director who is listed in the report or, if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary, and the printed name and title of the person signing must be set forth next to the signature, as well as the date on which the report is signed.

Virginia law requires the Commission to return for correction or explanation an annual report that is incomplete or inaccurate. If the corporation has not filed an acceptable annual report by the due date, it will not be in good standing in Virginia. If the corporation fails to file an acceptable annual report on or before the last day of the fourth month following the due date, the corporation's existence or certificate of authority to transact business in Virginia, as the case may be, will be automatically terminated or revoked as of said date.

Clerk's Office Telephone Numbers: (804) 371-9733 or toll-free in Virginia at 1-866-722-2551.

Mailing Address: State Corporation Commission Clerk's Office PO Box 1197 Richmond, VA 23218-1197

Courier Delivery Address: State Corporation Commission Clerk's Office, First Floor 1300 E. Main St. Richmond, VA 23219

sonal information, such as a social security number, should NOT be included in a business entity document submitted to the Office of the Clerk for filling with the Commission. For more information, see Notice Regarding Personal Identifiable Information at <a href="https://www.scc.virginia.gov/cik.">www.scc.virginia.gov/cik.</a>

# WM EXHIBIT E

# Electronic Federal Tax Puyment System in your enrollment. February 24,2016

YOU E	DITED	YOUR	ENROL	LNIENT.
-------	-------	------	-------	---------

ENROLLMENT NUMBER

#### Enrollment Information Submitted:

You accepted the following Disclosure Authorization Agreement.

I hereby authorize the contact person trated on this form and financial institutions involved in the processing of my Electronic Federal Lat. Payment System (EFTPS®) payments to receive confidential information necessary to effect envilonent in EFTPS® tax payment service, or dram, payment of laxes, disswer inquiries and resolve issues related to enrollment and payments. This information includes, but is not limited to password. payment institutions targayer name and identifying number, and payment it. asceron could: if signed by someone other than the taxpayer, I confly that I have the authority if e., Form 2643, Power of Attorney and Declaration of Representative or Form 8655. Reporting Agent Authorization for Magnetic Tape/Electronic Fiers) to execute this authorization on behalf of the taxpayer. This authorization is to remain in full force and offed unit the designated Financial against of the U.S. Treasury have received written notification from the of termination at such time and in such manner to afford a reasonable

Enrollment Information	Entered Data					
Employer Identification Number						
Business Name	WASHINGTON MOVERS INC					
U.S. Phone Number	(^01) 510-4000					
Primary Contact Name	NORMA GHANEM					
Primary Contact U.S. or International Street Address	7913 CRYDEN WAY					
Primary Contact City	. C.STRICT LITS					
Primary Contact State	MARYLAND					
Primary Contact Zip Code	20747-4508					
Primary Contact Country	UNITED STATES OF MINTRIC+ (US)					
Primary Contact U.S. Phone Number	(301) 513 3000					
Payment Meti od						

Electronic Signature									
Namo	HORMA GHANEM								
Title	PRESIDENT PRESIDENT								
Datc	2016-02-24								
TIN									



VIEW ENROLLMENT SETTINGS

TAXPAYER NAME: WASHINGTON MOVERS INC

TIN. AXXXX0051

EDIT ENROLLMENT CONTACT INFORMATION

INTERNET PASSWORD MANAGEMENT

PIN MANAGEMENT

**Verify Enrollment Data** 

Please review the enrollment information below. If it is correct, press the 'Next' button to confirm this information.

TERMINATE ENROLLMENT

Enrollment Information **Entered Data** Employer Identification Number xx-xxx0051 Business Name

WASHINGTON MOVERS INC U.S. Phone Number (301) 516-3000 Primary Contact Name NORMA GHANEM Primary Contact U.S. or International Street Address 7913 CRYDEN WAY

Primary Contact City DISTRICT HTS Primary Contact State MARYLAND Primary Contact Zip Code 20747-4508

**Primary Contact Country** UNITED STATES OF AMERICA (US)

Treasury gov

The Control Co

Primary Contact U.S. Phone Number (301) 516-3000 Payment Method **EFTPS-ACH Debit** 

> **∢** PREVIOUS NEXT >

Logout

Home Encollment My Profile **Payments** Help & Information Contact Us

USA gov

IRS,gov Electronic Federal Tax Payment System® and EFTPS® are registered servicements of the U.S. Department of the Treasury's Financial Management Service

## WM EXHIBIT F

## ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

02/26/2016

VIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS RTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in flew of such endorsement(s).

	ertificate holder in lieu of such endo	sement	s).	122.2							
	DUCER ke & Burke Insurance			CONTA NAME:	CT Paul Bu						
50 S Pickett St Suite 20					PHONE (A/C, No. Ext): 703-751-1001 [FAX (A/C, No): 703-751-4437						
Alexandria, VA 22304					E-MAIL ADDRESS PRODUCER CUSTOMER 10 # WASHIN1						
1				-Appelo			DING COVERAGE		NAIC #		
เพธน	RED Washington Movers	L-1	د مورد میشند. در مورد میشند به میشود این این این این میشود به این میشود به این این این این این این این این این	INSURI			Insurance Co	•	TAIL F		
	Norma Ghanem				RB: Plaza I			~~~~			
l	International Inc.			INSURER C:							
	7915 Cryden Way Forestville, MD 20747			INSURER O:							
1	Folestville, MD 20141			INSURER 0:							
				INSUR							
CO	/ERAGES CER	TIFICA	TE NUMBER:	INSUR	:K+;		REVISION NUMBER:				
Th	IS IS TO CERTIFY THAT THE POLICIES	OF INS	URANCE LISTED BELOW HA	VE BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR	THE POL	ICV PERIOD		
CE EX	DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIE:	IENT, TERM OR CONDITION I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	I OF AN OFD RY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPI	CT TA	MALICU TUIC		
LTR	TYPE OF INSURANCE	ADDL SOE	POLICY NUMBER	***	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS			
	GENERAL LIABILITY	-					EACH OCCURRENCE	s	1,000,000		
A	X COMMERCIAL GENERAL LIABILITY		101GL003609500		10/13/2015	10/13/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000		
	CLAIMS-MADE X OCCUR	1 1				İ	MED EXP (Any one person)	\$	5,000		
							PERSONAL & ADV INJURY	8	1,000,000		
							GENERAL AGGREGATE	s	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				:		PRODUCTS - COMP/OP AGG	s	Included		
	K POLICY PRO-					ļ	Emp Ben.	\$	n/a		
	UTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$			
ŀ	ANY AUTO						BODILY INJURY (Per person)	S			
ŀ	ALL OWNED AUTOS			ļ	!	!	BODILY INJURY (Per ecoldent)	\$			
ŀ	SCHEDULED AUTOS						PROPERTY DAMAGE	5			
ŀ	HIRED AUTOS		•	1			(PER ACCIDENT)	•			
	NON-OWNED AUTOS			- 1				\$			
	UMBRELLA LIAB OCCUPA		<del> </del>					1 \$			
ŀ				1			EACH OCCURRENCE	\$			
}-				- 1			AGGREGATE	<u>                                     </u>			
ŀ	DEDUCTIBLE	i	ļ	ĺ				5			
	RETENTION \$ WORKERS COMPENSATION						W WC STATIL TOTAL	5			
_ 1.	AND EMPLOYERS' LIABILITY	{	NCMD0474511		10/14/2015	4014450040	X WC STATU- TORY LIMITS ER	<b></b> _			
_ 10		N/A	NCMD04/4511	i	10/14/2015		E.L. EACH ACCIDENT	8	100,000		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	j		İ		}	E.L. DISEASE - EA EMPLOYEE	\$	100,000		
	DESCRIPTION OF OPERATIONS Below						E.L. DISEASE - POLICY LIMIT	1 8	500,000		
		1		į		ł					
DESCR	IPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (Attach	ACORD 101. Additional Pamertes	Schodule	If more enade to	- Annuary					
		(	THE PERSON AND THE PERSONS IN THE PERSON AS CO.	~ ~ (10 U U I I I I	n more apace is	(edoued)			İ		
CEDI	TIFICATE HOLDER			CANO	ELLATION:						
<u></u>	III IOALE HOLDER		EBSCO01	CANC	ELLATION						
	EBSCO Research LLC 1447 Peachtree St NE #1050 Atlanta. GA 30309				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE						
					ARIA						

ACORD 25 (2009/09)

© 1988-2009 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

ed marks of ACORD

## WM EXHIBIT G



## COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

## STATEMENT OF CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT CHANGE

1. RE: Washington Movers International, Inc.

ID: 04688388

Current registered agent's name and registered office address on record (including the jurisdiction in which the registered office is physically located):

SAM R GHANEM

6714 FORSYTHIA ST

SPRINGFIELD, VA 22150-0000

(FAIRFAX COUNTY)

- The current registered agent is an individual who is a resident of Virginia and an officer of the corporation.
- 4. The registered agent's name and registered office address after this statement is filed with the Commission (including the jurisdiction in which the registered office is physically located):

Norma S. Ghanem

6714 Forsythia Street

Springfield, VA 22150

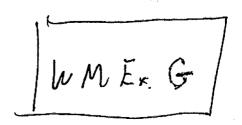
(FAIRFAX COUNTY)

- The registered agent named in Item 4 is an individual who is a resident of Virginia and a director of the corporation.
- After the foregoing change or changes are made, the corporation will be in compliance with the requirements of §13.1-634, 13.1-763, 13.1-833 or 13.1-925 of the Code of Virginia.

Signed on November 20, 2015, on behalf of Washington Movers International, Inc.

By: Norma Ghanem, President

/s/ Norma Ghanem





## COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

#### Office of the Clerk

NORMA S. GHANEM 6714 FORSYTHIA STREET SPRINGFIELD, VA 22150 November 20, 2015

RECEIPT

RE:

Washington Movers International, Inc.

ID:

04688388

DCN:

1511205403

Dear Customer:

This is to acknowledge the filing of a statement of change of registered office and/or registered agent for the above-referenced corporation with this office.

The effective date of the change is November 20, 2015.

If you have any questions about this matter, please contact this office at the addresses or telephone numbers shown below.

RECEIPT CISECOM Sincerely,

Joel H. Peck

Clerk of the Commission

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (868) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/cik
Telecommunications Device for the Daaf-TDD/Volce: (804) 371-9206

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office websit Home | Site Map | About SCC | Contact SCC | Privicey Policy SIC afte > Entity Search > Entity Details Login | Create an Account SCC efile SCC efile **Business Entity Details** 🦚 प्रदाह Washington Movers International, Inc. SCC eFile Home Page Check Rame Ostinguishabiley Business Entity Search Certificate Verification e General - Select an action \_\_\_\_\_ SCC ID: 04688388 file a registered agent change FAQs Contact Us Give Us Feedback Entity Type: Corporation Jurisdiction of Formation: VA file a registered office address change Resign as registered agent Date of Formation/Registration: 7/11/1996 File an annual renort Businesa Entitles Status: Active Pay annual registration fee Shares Authorized: 1000 UCC or Tax Liens Order a certificate of good standing Submit a PDF for processing (What can I submit?) Court Services View effle transaction history - Principal Office----Additional Services Manage email notifications 6714 FORSYTHIA ST SPRINGFIELD VA22150 New Search Home -- Registered Agent/Registered Office ----NORMA S. GHANEM **6714 FORSYTHIA STREET** SPRINGFIELD VA 22150 FAIRFAX COUNTY Status: Active Effective Date: 11/20/2015 Meed additional information? Contact sunformation of the Webs seque it and Contact. Extends terrapide and with provide external flux. Correspond on site to want to wa

# WM EXHIBIT H

## **Stock Transfer Agreement**

This Transfer Agreement is entered into as of this 31st day of December 2013 by and among Sam R. Ghanem (the "Transferor"), Norma Ghanem (the "Transferee") and Washington Movers, Inc. (the "Corporation"), a Virginia corporation.

#### WITNESSETH:

WHEREAS, the Transferor is the sole shareholder of the Corporation owning 1,000 shares of common stock (referred to hereinafter as the "Common Stock" of the "Shares");

WHEREAS, the Transferor wishes to transfer the Shares to the Transferee;

WHEREAS, to induce the Corporation to consent to the transfer of Shares by the Transferor to the Transferee, that Transferee wishes to make the agreement set forth herein;

NOW, THEREFORE, the Transferor and the Transferee agree to be legally bound hereby, hereby agree as follows:

- 1. The Transferor represents and warrants that he is the true and lawful owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor and to the Shares.
- 2. The Transferor hereby transfers his entire ownership interest in the Corporation, consisting of 1000 shares, to the Transferee, in exchange for One Hundred Dollars (\$100).
- 2. In reliance on the foregoing representations, warrants and covenants, the Corporation hereby consents to the transfer of Shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.

IN WITNESS WEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEREE

Norma Ghanem

TRANSFEROR:

Sam R. Ghanem

WASHINGTON MOVERS, INC.:

<del>Jorne</del>

Title:

WM Ex H

### Washington Movers, Inc.

### Unanimous Written Consent in Lieu of

#### Meeting of Directors

The undersigned, being all of the shareholders of Washington Movers, Inc. (the "Corporation"), and acting pursuant to the Virginia Code, and related provisions, and in accordance with the Corporation's Articles of Incorporation, hereby approve and adopt the following resolutions by unanimous written consent of the Directors in lieu of an annual meeting:

RESOLVED: That the Directors approve the transfer of shares by and between Sam R. Ghanem and Norma Ghanem.

RESOLVED FURTHER: That Sam R. Ghanem is authorized to execute a Share Transfer Agreement on behalf of the Corporation reflecting the transfer of Mr. Ghanem's shares to Mrs. Ghanem.

RESOLVED FURTHER: That Sam R. Ghanem resigns as an officer and director of the Corporation.

RESOLVED FURTHER: That Norma Ghanem is appointed as the sole officer (President, Secretary and Treasurer) and director of the Corporation.

We further certify that this corporation is duly organized and existing, and has the power to take action called for by the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date indicated by his signature.

----

Sam R. Ghanem

Norma Ghanem

Date:

```
<?xpacket begin="" id="W5M0MpCehiHzreSzNTczkc9d"?>
   <x:xmpmeta xmlns:x="adobe:ns:meta/" x:xmptk="Adobe XMP Core 5.6-c015 81.157285,</pre>
2014/12/12-00:43:15
      <rdf:RDF xmlns:rdf="http://www.w3.org/1999/02/22-rdf-syntax-ns#">
         <rdf:Description rdf:about=""
            xmlns:xmp="http://ns.adobe.com/xap/1.0/"
            xmlns:dc="http://purl.org/dc/elements/1.1/"
            xmlns:xmpMM="http://ns.adobe.com/xap/1.0/mm/"
            xmlns:pdf="http://ns.adobe.com/pdf/1.3/">
                <xmp:ModifyDate>2014-01-02T00:51:08-05:00
                <xmp:CreateDate>2014-01-02T00:48:42-05:00</xmp:CreateDate>
                <xmp:MetadataDate>2014-01-02T00:51:08-05:00</xmp:MetadataDate>
                <xmp:CreatorTool>FUJITSU fi-6130dj</xmp:CreatorTool>
                <dc:format>application/pdf</dc:format>
<xmpMM:DocumentID>uuid:348c1419-1e6d-4c3e-8cc5-a6737f30e819/xmpMM:DocumentID>
<xmpMM:InstanceID>uuid:67d276f5-29f6-416b-880c-416f8166fc7e</xmpMM:InstanceID>
                <pdf:Producer>Adobe Acrobat 10.16 Paper Capture
Plug-in</pdf:Producer>
         </rdf:Description>
      </rdf:RDF>
</x:xmpmeta>
<?xpacket end="w"?>
```

## WM EXHIBIT I



4812 Georgia Ave., NW, Washington, OC 20011 202-722-2000 Fax 202-722-2040 www.industrial-bank.com

March 23 2016

### TO WHOM IT MAY CONCERN;

The customer Norma Ghanem Has asked Industrial Bank to verify that she is a authorized and only signer on the business checking and that there is no limitation placed on her account. By signing below she has authorized Industrial Bank to release this information regarding the following account.

Name: Washington Movers

Account: # Routing: #

Open. November 2014

This letter shall serve as certification that the following is accurate as of the date indicated above If you have any further questions please feel free to contact me at (202) 722-2000 Ext 3211

Sincerely,

Denise D Bánks

Banking Center Manager Forestville, MD 20747

Authorized By:

Norma Ghanem

WM Ex. I

## WM EXHIBIT J



## **Business Account Signature Card**

	Account Nun	nber:			······································		······································		
Account Title:			Addre	188.	<del>-, ., ., ., ., .</del>				
WASHINGTON MOVERS,	INC								
	nat u		791	.3 CRYDE	N WAY				
			נס	STRICT	HTS	1.	D 2074	47-4508	
Account Type: SMALL BUSINESS CHI	ECKING ACCT	•	Tax ID	Number:					<del></del>
Authorized Signature(s)			<u> </u>	· · · · · · · · · · · · · · · · · · ·					
Name/Title:		Debit Ca	rd	Signat	lire.	····	<del></del>		
1 NORMA GHANEM		YN		01g1,41	u. c.				
2.	·					(C)(M	. ===== :		
3.						, , , , , , , , , , , , , , , , , , ,		,	
4.					······		······································		
5.				<del></del>					
6.	***************************************								_
Date Opened: 11/12/20	14 D:	ate Revised: 0:	3/23/2	01.6		Reason:			_
Prepared By: DENISE BAI	1	ser ID:						SIGNERS	
		In also Asta Line		· · · · · · · · · · · · · · · · · · ·		Branch:			
t is agreed that all transactigoverned by the rules and refereby acknowledge(s) recordingly acknowledges the funds available Appropriate Box:	eint of such rul	log and regularia	entity d the ab	listed in the	ne abov ed as th availa	/e Account le authorize bility policy	Title ("Do ed agent( The De	epositor") shall be s) of the Deposito positor also	1 ) )r
Sole Proprietor	Corporation-F	or Profit	Onv.:	madie : **		<u></u>	:		
				ration-No	nprofit		Partnersh	ip .	
TAXPAYER IDENTIFICATI  1) The number shown above	Limited Liabilit			xempt Re			Other		

## WM EXHIBIT K

### CORPORATE AUTHORIZATION RESOLUTION

By: WAHINGTON MOVERS INC 7913 CRYDEN WAY DISTRICT HEIGHTS, MD 20747

WMI 0006

Referred to in this document as "Financial Institution"	Ref	erred to in this document as "Corporation"	•
I, NORMA GHANEM , certify t.  MARYLAND , Federal Employee	hat I am Secretary (clerk) of the	e above named corporation organized und	er the laws
WASHINGTON MOVERS INC	and that the resolutions	engaged in business under the to on this document are a correct copy of the	
adopted at a meeting of the Board of Directors of the Corporation. These resolutions appear in the minutes of this meeting and have	I duly and properly called and h	neld on 03/23/2016	(date
AGENTS Any Agent listed below, subject to any written limitatio	not been rescinded or modified.	. IA DOWNER granted as indicated below.	•
Name and Title or Position	Signature	Facsimile Sign	
A NORMA GHANEM / OWNER	a Down	(if used)	
В.	X	X	
C	X	X	<del></del>
D	X	X	**************************************
D	Χ.	×	
F	X	×	
	SOLUTIONS	Λ,	······
The Corporation named on this resolution  (1) The Financial Institution is designated as a depository for the in this resolution.  It is resolution shall continue to have effect until express with annotal Institution. Any and all prior redolutions adopted by a governing the operation of this corporation's account(s), acknowledges an express written notice of its revocation, more resolution must be accompanied by documentation, satisfacting and orders which they may deem advisable for the effective subject to any restrictions on this resolution or otherwise agone (4) All Transactions, if any, with respect to any deposits, with a Financial Institution prior to the adoption of this resolution at (5) The Corporation agrees to the terms and conditions of any a Corporation authorizes the Financial Institution, at any time, money, that are drawn on the Financial Institution, so long at (6) The Corporation acknowledges and agrees that the Financial Corporation to facilitate those powers authorized by this respection of the properties of the financial corporation acknowledges and agrees that the Financial Corporation acknowledges and agrees that the Financial obtained from the Agent named on this resolution. The terms of the properties of the financial corporation acknowledges and agrees that the Financial obtained from the Agent named on this resolution.	e funds of the Corporation and a funds of the Corporation and a funds of the Corporation and a fund funds of the Corporation of the Corporation of the Financial Institution, widence of their authority to act poration, is authorized to make exercise of the powers indicated a funds of the corporation of the powers indicated and the corporation of the powers indicated and the corporation of the powers indicated and the corporation of the powers indicated and the corporation of the corporation for a fund in the corporation of the corporation o	modification has been received and record Corporation and certified to the Financial Intil the Financial Institution receives and revocation, modification or replacement of establishing the authority for the changes on behalf of the Corporation. Any Agent, any and all other contracts, agreements, sied from time to time with the Financial institution wings by or on behalf of the Corporation will confirmed.  ened by any Agent of the Corporation. The all checks, drafts, or other orders, for the purber of signatures for this purpose.  scretion automated access devices to Agentificat at this time of issuance. The term" authors all checks and debit cards.	so long as tipulations litution, ith the easyment of the stomated
obtained from the Agent named on this resolution. The term facsimile signatures on file with the Financial Institution, per specimen has been provided on this resolution, (or that are the Financial Institution is authorized to treat the facsmile signature may have been affixed so long as it is agent to have custody of the Corporation's private key used corresponding public key. The Financial Institution shall have verification codes unless otherwise agreed in writing.  CERTIFICATION OF AUTHORY  Ther certify that the Board of Director of the Color and lawful authority to adopt this resolution full power and lawful authority to exercise the	or alternative signature and verification numbers (Fifled separately by the Corporation at the esembles the facsmile signature of the esembles the facsmile signature and to create a digital signature and eno responsibility or liability for or or or or or or or or or or or or o	fication codes" includes but is not limited to PN), and digital signatures. If a facsmile signon with the Financial Institution from time Agent(s) regardless of by whom or by what is specimen on file. The Corporation authorised to request issuance of a certificate listing runauthorized use of alternative signature at time of adention of this resolution.	o, gnature to time) at means izes each g the and
Officer Signature & Date	Sec	cretary Signature & Date	

## WM EXHIBIT L



## **Business Account Signature Card**

nch	Account N	umber:	***************************************				
Account Title:			Address:				
WASHINGTON MO	vers the		7913 CRYDEN WAY:				
· · · · · · · · · · · · · · · · · · ·			DISTR	ICT HTS	MD	20747-4508	
Account Type: SMALL BUSINESS		e <b>r</b>	Tax ID Nun	ber:			
Authorized Signature	(s)						
Name/Title:		Debit Ca Y N	, -,	gnature:	and the	)	
2 NORMA GHAHE	€		<b>-</b> ✓	14.	The	Ser Van	
3			¥ <u></u>	4>4=	-201AC	graphic participation of the second of the s	
4		and the second s		ne <del>distantantanta</del> nt <del>anne</del> n			
5				**************************************			
6	r ti sikisiminggalainnahaansa kanalainnah			and the same of th			
ate Opened: 11/12,	/2014	Date Revised: 0	B/14/2015		Reason: A	DD STONER	
repared By: DENISE	BANKS	User ID:			Branch: 8		
is agreed that all transported by the rules a areby acknowledge(s) aknowledges the funds heck Appropriate Bo	receipt of such	tilles and regulati	ne entity liste	d in the abo	ove Account T he authorized ability policy 1	itle ("Depositor") shall be agent(s) of the Deposito The Depositor also	
	Corporation	1-For Profit	Corporatio	n-Nonprofit	Pa	artnership	
Trust/Estate	Limited Liab	oility Company	Exem	pt Recipier	ıt(s) 🔲 o	ther	
Vidends, or (c) the IRS notuding U.S. Resident	a) the Depositor ervice (IRS) that is has notified me I Alien).	is exempt from b it is subject to ba	CATION: The entification is ackup withhouse to be ger subject to	e Depositor lumber (TIN olding, or (b ding as a re b backup wi	r, under penali N), (2) I am no ) the Deposito esult of a failui ithholding, and	_	
gnature of U.S. Person	CAT SILVE SHAPE A PARTY SAME SERVICE	The same of the sa	- ranea (O (e)	or an inter	est and divide	ends on your tax form	
	*			<u>ب</u>	IM Ex 1	-T/4412	

## WM EXHIBIT M

#### INDUSTRIAL BANK

### CORPORATE AUTHORIZATION RESOLUTION

BY: WASHINGTON MOVERS INC

Referred to in this document as	"Financial Institution"	Referred to in this	s document as "Corporation"
NORM GHANEM	certify that I om Special		
MARYLAND	, Federal Employer I.D. Number	ary (clerk) of the above name	d corporation organized under the laws o
VASHINGTON MOVERS	, vostal Employer f.B. (Vulliber	, eng	aged in business under the trade name o
dopted at a meeting of the Board of Dir	eclors of the Corporation duty and	it the resolutions on this docur	aged in business under the trade name of ment are a correct copy of the resolution
hese resolutions appear in the minutes of	of this meeting and have not have reci-	erly called and held on	08/14/2015 (date
GENTS Any Agent listed below, subject	of to any written limitations is subsained	ded or modified.	
Ninne and with	and the state of t	to exercise the powers gran	nted as indicated below:
Name and Title or Po	sition	↑ Signature 7	Facsimile Signature
J	· ,		(if used)
. SAM GHANEM / PRESIDENT	X	ANTITUM -	
		1 20 O I DOM	_ X
NORMA GHANEM / VICE PRESIDENT	x_ <u>k</u>		
	Y		X
			X
	X	•	_ X
			_ X
	X		
	X		X
•			_ X
as govnerning the operation of this of acknowledges an express written not resolution must be accompanied by (3) The Signature of an Agent on this rethey act in a representative capacity and orders which they may deem ad subject to any restrictions on this retained (4) AT Transactions, if any, with respecting across to the Accompanies.	visable for the effective exercise of the solution or otherwise agreed to in writin t to any deposits, withdrawals, rediscoption of this resolution are hereby ratifled	e and effect, until the Financial placement. Any revocation, moncial Institution, establishing the authority to act on behalf of the orized to make any and all other powers indicated from time to g. unts and borrowings by or on d, approved and confirmed.	d certified to the Financial Institutions Institution receives and odification or replacement of a se authority for the changes se Corporation. Any Agent, so long as ser contracts, agreements, stipulations time with the Financial Institution, behalf of the Corporation with the
money, that are drawn on the Finance (6) The Corporation acknowledges and	cial Institution, so long as they contain to	he required number of signatur	s, or other orders, for the payment of res for this purpose.
access device includes, but is not li	mited to, credit cards, automated teller	machines (ATM), and debit car	rds (1880ance, The term" automated
the Financial Institution is authorized the facsimile signature may have been agent to have custody of the Corporation.	agrees that the Financial Institution may his resolution. The term "alternative sign Financial Institution, personal identificat resolution, (or that are filed separately be to treat the facsmile signature as the sign affixed so long as it resembles the facation's private key used to create a digitical Institution shall have no responsibility agreed in writing.	ion numbers (PIN), and digital by the Corporation with the Fin gnature of the Agent(s) regards signature specimen on f	includes but is not limited to, signatures. If a facsmile signature ancial Institution from time to time) liess of by whom or by what means lie. The Cornoration outbookings are the cornoration outbookings.

er certify that the Board of Director of the Corporation has, an at the time of adoption of this resolution, had full and lawful authority to adopt this resolution and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. Officer Signature & Date

FICATION OF AUTHORY

WM Ex. M

Secretary Signature & Date

8000 IMW

## WM EXHIBIT N

#### Combined Registration Application



20.4

SECTION AS All series				<b>4</b>
SECTION A: All applicants mu a. 9 digit Federal Employer Identification	st complete this section. on Number (FEIN: (See Instructions.)	b. Social Security N	timber (SSM) of or one off	icer or agent responsible for taxes
		(Recurred Ly (a.K.)	amber (03/4) of byther, one	cer or agent responsible for taxes
Legal name of dealer, amployer, corpul     Washington Mover Inc	ration or owner	3 Trade name (1 dif	fair at from Legal name of deale	r, employer, corporation or owner.)
4 Street Address of physical business loc	ation (P.O box not a reptable)	City	County	State ZIP code (9 c gas ii know
7913 Cryden Way		District Hts	P George	MD 20747
Telephone number	Fax number		E-mail address	
(301) 516-1616				<del></del>
5 Mailing address (P.O. box a.ceptable)		Gity	* ***	State ZIP code (9 dig : alf known
(Check all that apply ,	usiness Additional location(s) e of entity Remit use taxon much		Purchased going business	Re-activate/Re-open
7. Previous owner's name First Name or C	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	hases Reorganiza		
	Cost tentile		Title	Telephone number
Street audress (F.O. box acceptable)		City		
		City		Stale ZIF code =: jits if known)
Type of maintain				
Type of registration (must disex appropriate b	(ec)) Maryland Number if registered:	9. P Type of ownersh	Tip" (Check one box)	
a. Sales and use tax	<b>&gt;</b>	a Sole prop	orietorship f.	Non-Maryland corporation
b. Sales and use lax exemption for nonprofit organizations	<b>&gt;</b>	b. Partnerst	r-p g.	Governmental
c. Tire recycling fee	<b>&gt;</b>	c. Neoprofit	oryanization h.	Fiduciary
d. Admissions & emusement lax	*	d. ✓ Maistand	r ne le toquos	Business trust
e. Employer withholding tax	* 4	e Limited lis	ability company	
f Unemployment insurance	<b>*</b>	10. Date first sales ma- in Maryland (mode	de vyyy) Þ	
g. Alcohol tax	<u> </u>	. 11. Date first wages pa	nd	,
h. Tobacco tax	<b>&gt;</b>	in Maryland 5: bjes to withholding in the	ddyyvy) » (C)	15/2015
I. Motor fuel tax	>	12 if you currently file consolidated sales	a and	<del></del>
Transient vendor license	> <u></u>	use tav return, ente 8-digit CR number i		
		your account	<b>&gt;</b>	
If you have eniployees, enter the numbe	r of your workers' compensation insurer	rice policy ur binden	> 1	
			•	
(a) Have you paid or do you anticipate pa	ying wages to individuals, including dura	ocrate of, cers, for services	performed in Meryland?	▷ ✓ Yes ▷ No
(b) If ves, enter date wages first paid (mini	ddxyyy).		<b>▶</b> 1 0 /	15/2015
. Number of employces			▶ 3	
Estimated gross wages paid in first quart			<b>&gt;</b> \$	
. Do you need a sales and use tax accoun	I only to remit taxes on untaxed purcha	ses?		> Yes > No
. Describe for profit or nonprofit business a	activity that generates recenue. Stell to	the propuel manufacture	d andine cold	Yes P No
		product (ildimist(f) f (	u analor sold, or the type i	of service performed.
		······································		
				· Sign

MARYLAND FORM

Combined Registration Application

FEIN or SSN ha. Are you a nonprofit organization applying for a sales and use tar exemption certificate?

Yes ND.

If yes, FAILURE TO ENCLOSE REQUIRED DOCUMENTS W. IL RESULT IN YOUR APPLICATION BEING REJECTED AND RETURNED. Please provide a nonreturnable copy of (1) IRS determination letter. (2) articles of incorp matica, (3) bylava, and (4) other organization operations as specified in the instructions. See page 4 Sales and Use Tax Exemption Checkist and instructions.

19b. Are you a non-profit organization exempt under Section 501(c)(3) of the Internal Revenue Code I'no, Section(c)(\_\_) or Other bection

No

20. Does the business have only one physical location in Maryland? (Do not count then sites or off site projects that will lest less than one year)

Yes

No

If no speuly how many

21 Identify owners, partners, corporate officers, trustees, or members. (Flease list person whose Social Security Number is listed in Section A.1b first 1

\*Partnerships and Nonprofit organizations must identify at least two owners, partners, corporate of needs, trustees or members. If more space is required, attach a separate statement including the information as shown here.

	Last Name	First Nam:	Social Security Number	****	Titlo
	Ghairam	Norma		Officer	
1		···· }			
	Street #ddress	City	State	ZIF	Tolephous
200	6714 Forsythia street	Springfield	va	22150	
	Last Namo	Frist Name	Social Security Number		Titla
				•	
2	many the same and the same of	1	nome Address		
	Stiget address	Cn,	State	271-	1 Talopholia
mac.					
1	Last Name	Frist Harrie	Social Socurity Number		Title
			1		The state of the s
3		1	fame Add, ssk		
	Stront addrn #1	City	State	ZIP	Telephons
			i e		

SECTION B: Complete this section to register for an unemployment insurance account

PART 1			
1 Will corporate officers receive compensation, salary or distribution of produc?	<b>⊳</b>	✓ Ye:   No	
If yes enter date (mmddyyyy)	ا 1 دو	0 / 15 / 20	15
2 Department Of Assessmen's and Taxation Entry Identification Number	<b>&gt;</b>		
Did rou acquire by sale or otherwise, ell or part of the assets, business, organization, or workforce of another employer?	1.	Yes (No	===
If your answer to question 3 is "No," proceed to nem 5 of this section. If your answer to question 3 is "Yes," ployde the inform	nation below		
a is there any common ownership, management or control between the lument our ness and the colmer business?		N	
b Percentage of assets or workforce acquired from furmer business	<b>&gt;</b>	Yes /- No	)
c Date former business was acquired by current business (nimddyyyy)	<b>&gt;</b>		
d Unemployment insurance number of forme, business, if Pnown	0 0		
e. Did the previous owner operate more than one location in Maryland?	How many?		
For employers of domestic help only			
a Have you or will you have as an individual or local college club, college fraternity or scrority a lotal payroll of \$1,000 or more in the State of Maryland during any calendar quarter?	<b>&gt;</b>	Yes ( No	) <i>i</i>
b. If yes, indicate the earliest quarter and calendar year (cinidos viv).	حر	· ·	
For agricultural operating only:			-==
a Have you hard or will you have 10 or more workers for 20 weeks or mule in any calendar year or have you paid or will you pay \$20,000 or more in wages during any calendar quarter?  b If yes, indicate the earliest quarter and calendar year (movidence):	<b>}-</b> 	Yes It No.	•

COM/R-D 093

## -MARYLAND Combined Registration Application

2014

FEIN or SSN

7 For Limited Liability Companies only:  a. As a Limited Liability Company, do you employ anyone other than a member?				
D. A.C. Districted Labellity Company, and your named as a sure a street by the street of the street				
b. As a Lamited Liability Company, do you employ anyone other than a member?	3.0	Yes	≽	No
b. Has the Limited Liabil. y Company filed IRS form 8832 witeraby it elected to be classified as a corporation or is the Limited Liability Company automatically classified as a corporation or federal tax purposes?	>	Yes	Þ	No
PART 2. COMPLETE THIS PART IF YOU ARE A NONPROFIT ORGANIZATION.				
1 Are you subject to tax under the Federal Unemployment Tax Act?	>	Yes	<u>ځ</u>	No
If not, are you exempt under Section 3306(c)(8) of the Federal Unempto finent Tax Act?	مز	Yes	>	No
2 Are you a non-profit organization as described in Section 501(c)(?) of the United States Internal Revenue Code which is exempt from Income Tax under Section 501(a) of such code?  If YES, attach a copy of your exemption from Internal Revenue Service	Þ	Yes	,**	No
3 Elect option to finance unemployment insurance coverage. See instructions	a.	Contr	buttons	
If bits checked, indicate the total taxable payroll (\$8,500 max.mum per individual sericalendar year 20_	b.	Reimb	ursem	ent of trust fur
Type of consteral (check one)	osit	ſ~ c	ash in e	25CtOW
SECTION C: Complete this section if you are applying for an alcohol or tobacco tax license.				
<ol> <li>Wil you engage in any business activity pertaining to the manufacture, sale, distribution, or storage of alcoholic beverages (excludes retail)?</li> </ol>	Þ	Yes	· >-	No
2. Will you engage in arv wholesale activity regarding the sale and/or distribution of tobacco in Maryland (excludes retail)?	Þ	Yes	<b>&gt;</b>	No
ECTION D. Complete this section if you plan to sell, use or transport any fuels in Maryland.	<del></del>	<del></del>		
Do you plan to import or purchase in Marvland, any of the following fuels for resale, distribution, or for your use?  If yos, check fype(s) below  Gasoline (including avilgas)  Turbineljet file!  Special fuel (any fuel other than gasoline)	Þ	Yes	>	· No
2 Do you transport petroleum in any device having a cerrying capacity exceeding 1,749 gallons?	>	Yes	>	₽ <sup>1</sup> 0
: Do you store any motor fuel in Maryland≏	Þ	Yes	1.	No
. Do you have a commercial vehicle that will travel intelujate?	Þ	Yes	; ·	No
If you have answered yes to any question in Section C or D, call the Motor-fuel, Alcohol and Tobacco Tax Unit 410-	260-7131 for	the licen	se app	lication.
The state of the s		***********		
ECTION E: Complete this section to request paper coupons				
ECTION E: Complete this section to request paper coupons  We provide a free and secure electronic method to file sales and use fay and withholding tax returns using being on the	here			
ECTION E: Complete this section to request paper coupons	here			
ECTION E: Complete this section to request paper coupons  We provide a free and secure electronic method to file sales and use tay and withholding to returns, using bifile on the Comptroller's Web site www.marylandtaxes.com. If you prefer instead to receive your fulure tay filing coupons by mail, check		MY KNO	 WLED	GE
We provide a free and secure electronic method to file sales and use tay and withholding tay returns, using biffle on the Comptroller's Web site www.marylandtaxes.com. If you prefer instead to receive your fulling toupons by mail, check ECTION F: All applicants must complete this section.  I DECLARE UNDER PENALTIES OF PERJURY THAT THIS APPLICATION HAS BEEN EXAMINED BY ME AND TO SE		му кno	WLED	GE ( `>



partnership, one partner must sign, if an unincorporated association, one member must sign; if a sole proprietorship, the proprietor must sign. (The signature of any other person will not be accepted.)

## WM EXHIBIT O

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED ESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

_	ESENTATIVE OR PRODUCER, A	ND THE CER	TIFICATE HOLDER.				J,,	
	RTANT: If the certificate holder rms and conditions of the policy enticate holder in lieu of such endo	y, certain poli	IONAL INSURED, the po cles may require an end	olicy(ies) must be lorsement. A stat	endorsed. ement on th	If SUBROGATION IS WA	AIVE	D, subject to rights to the
	DUCER		Ţ.	ONTACT				
Bur	ke & Burke Insurance		P	HONE A/C, No, Ext):		FAX (A/C, No):	***************************************	
	S Pickett St Suite 20 kandria, VA 22304		1 2	-MAIL ADDRESS:		TWO TAKE		
Pau	l Burke		P	PRODUCER USTOMER ID #; WAS	HIN1			
			1			DING COVERAGE		NAIC#
INSI	RED Washington Movers, Inc			NSURER A : Colony				14710 **
	Sam Ghanem		}*	NSURER B : Occide				
	7915 Cryden Way		· · ·	NSURER C :				<del>-</del>
	Forestville, MD 20747		Г	NSURER D :				
	•		<u>r</u> .	NSURER E :				
				NSURER F :	<del></del>	······································		
co	VERAGES CE	RTIFICATE N	·····			REVISION NUMBER:		
T IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	REQUIREMENT, PERTAIN, TH POLICIES, LIM	, TERM OR CONDITION O E INSURANCE AFFORDER	F ANY CONTRACT D BY THE POLICIE EEN REDUCED BY	OR OTHER I S DESCRIBER PAID CLAIMS	DOCUMENT WITH RESPEC	T TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			: 06/01/2013	06/01/2014	PREMISES (En occurrence)	<u>s</u> _	100,000
-	CLAIMS MADE X OCCUR	1   [		·		MED EXP (Any one person)	\$	5,000
		-					<u> </u>	1,000,000
	1	-		1		GENERAL AGGREGATE	\$	2,000,000
	CON'L AGGREGATE LIMIT APPLIES PER:	1				)	<u>s</u>	2,000,000
	POLICY PRO-	<del></del>				Emp Ben.  COMBINED SINGLE LIMIT	\$	n/a
	OMOBILE LIABILITY			02/01/2013	02/04/2044	(Ea accident)	\$	1,000,000
4	ANY AUTO			02/01/2013	02/01/2014	BODILY INJURY (Per person)	S	
	ALL OWNED AUTOS			i I		BODILY NJURY (Per accident)	s	
	X SCHEDULED AUTOS			,	1	PROPERTY DAMAGE (PER ACCIDENT)	\$	
	X HIRED AUTOS				1		\$	
	NON-OWNED AUTOS						8	
	UMBRELLA LIAB OCCUR	+				ļ	\$	
	EXCESS LIAB CLAIMS-MAD	E					<u>*</u>	
	DEDUCTIBLE	7					\$	
	RETENTION \$						<u></u>	
	WORKERS COMPENSATION			1		WC STATU- OTH	<u> </u>	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	۱۱		İ		E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	] N/A		•	I	E L DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	, !				E.L. DISEASE - POLICY LIMIT	\$	
В	TRAILER			02/01/2013	02/01/2014	TRAILER		25,000
	INTERCHANGE POLICY	1				(EACH)		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (Altach AC	ORD 101, Additional Remarks Sc	thedule, if more space is	required)			
						•		
CE	RTIFICATE HOLDER			CANCELLATION			<del></del>	
						**************************************		<del></del>
4	EBSCO Research LLC 1447 Peachtree St NE #	1050		SHOULD ANY OF THE EXPIRATION ACCORDANCE W	N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B CY PROVISIONS.	NCEI E D	LLED BEFORE ELIVERED IN
	Atlanta, GA 30309		7	AUTHORIZED REPRESE	NTATIVE	The state of the s	***************************************	
				AMM	#*************************************		***********	
				A		IN CORDODATION AN		

© 1988-2009 ACORD CORPORATION. All rights reserved.

I marks of ACORD WMI 0016

The ACORD name and logo are registered marks of ACORD



### CERTIFICATE OF LIABILITY INSURANCE

WASHIN1

OP ID: MIKE

04/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

RTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to certificate holder in lieu of such endorsement(s).

Burke & Burke Insurance				CONTA	Paul Bu	rke		·····	
50 S Pickett St Suite 20 Alexandria, VA 22304				PHONE IA/C, N	lo, Ext): / UD-/ 3	51-1001	FAX (A/C, No	703-	751-4437
Paul Burke				ADDRI	ESS:			·	
							DING COVERAGE		NAIC#
INSURED Washington Movers		<del></del>	C. Mills well-are the	INSUR	ERA: Colonia	al County N	lutual Insuran		29262
International Inc.				INSUR	ERB:				
Norma Ghanem				INSUR	ER <u>C :</u>				
7915 Cryden Way Forestville, MD 20747				INSUR	ERD:				
20,47				INSURI	ERE:			_	
COVERAGES CER	3711-1/	~4 YF 41118#		INSURI	ERF:			_	
THIS IS TO CERTIFY THAT THE POLICIES	2 00	NSUBANCE I	1 (3 op pro page 15 and 1 and	1/E DEC	11.1001.00		REVISION NUMBER:		
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	AIN, THE INS CIES. LIMITS S	17 4110 m	01 711	I COM WACT	OK OTHER	DOCUMENT WITH RESPE	THE PO ECT TO O ALL	LICY PERIOD WHICH THIS THE TERMS,
LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	······································	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMI		- Andread
A X COMMERCIAL GENERAL LIABILITY	,				i	111/11/19	EACH OCCURRENCE	s	1,000,000
CLAIMS-MADE X OCCUR	,	1			09/12/2014	09/12/2015		5	100,000
					t t		MED EXP (Any one person)	°	5,000
	] ,						PERSONAL & ADV INJURY	S	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000
X POLICY PRO- LOC	] !						PRODUCTS - COMP/OP AGG	\$	1,000,000
OTHER:							Emp Ben.	is —	n/a
OWORITE FIVE FILE							COMBINED SINGLE LIMIT (Ea accident)	s	11/4
ALL OWNED SCHEDULED		1					BODILY INJURY (Per person)	s	
AUTOS	:	1				1	BODILY INJURY (Per accident)	ļ	
HIRED AUTOS AUTOS					İ		PROPERTY DAMAGE (Per accident)	3	
UMBRELLA LIAB OCCUP							11 01 (1001/10/11)	3	
EVCESSIAN		1		i	!		EACH OCCURRENCE	s	
TCLAIMS-MADE	!	7			Í		AGGREGATE	\$ S	
DED RETENTIONS WORKERS COMPENSATION								· -	
AND EMPLOYERS LIABILITY					1	[	PER OTH-		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFF CER/MEMBER EXCLUDED?	N/A	Į.					E.L. EACH ACCIDENT	\$	
If yes deveribe unde		1					EL DISEASE - EA EMPLOYER	\$	
DESCRIPTION OF OPERATIONS below				ļ			E.L DISEASE - POLICY LIMIT		
1		1		:		Ţ			
	į	<b>,</b>		i					
DESCRIPTION OF OPERATIONS 11 OCATIONS 11/51/03	FG 100		····	<u> </u>		•			ļ
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	CORD 101, Additio	onal Remarks Schedul	e, may be	attached if more	space is require	d)		
									l
									l
									l
Printed									
ERTIFICATE HOLDER	·····			CANC	ELLATION	······································			
EBSCO Research LLC				SHOL	ILD ANY OF TH	E ABOVE DE	SCRIBED POLICIES BE CA	NCELL	ED BEFORE

AUTHORIZED REPRESENTATIVE

## WM EXHIBIT P

22222 Void a Employee	s social security number	For Official L	Jse (	Only ⊳			
A-L-C-A-		OMB No. 154					
D Employer identification number (EIN)			1		1 2 F	ederal incor	no tax withheld
				10165.0	1		
c Employer's name, address, and ZIP coo		·	3			ocial securi	356.00 y tax withheld
WASHINGTON MOVERS	INC			10165.00			
			5	Medicare wages and tips		edicare tax	630.23
7913 CRYDEN WAY				10165.00		-00.001C 10A	
	•		7	Social security tips		located tips	147.39
DISTRICT HEIGHTS	MD 207	47		<b>3</b> 1 -		nocated tips	
d Control number			9		10 D	ependent ca	to benefity
					1.0	chemosur ca	re benefits
	name	Sulf.	11	Nonqualified p.ans	C 12a 5	On inclusion	ons for box 12
NORMA GH.	ANEM	3			200		ons for box 12
		·····	13	Statutory St. Com The Copany	© 12b		
6714 FORSYTHIA STRE	EET			emptoyee plan risk pay	o .	1	
			14	Other	C 12c		<del></del>
					0.0	1	
ALEXNDRIA	VA 2215	0			Ç 12d		
					011	1	
f Employee's address and ZIP code					F		
15 State Employer's state ID number	16 State wages, tips, etc.	17 State income t	JX.	18 Local viages, tos, etc. 1	9 '.gcal inco	me tav	20 Locality name
VA	10165.00	426	5.0		- 1,44141416		20 Cocasily name
		<u> </u>	***************************************				
Form W-2 Wage & Tax	•	201	5	Department of the Ti	easuryl	nternal Re	venue Senrice
Form VV-Z Statement			<b>U</b>	For Privac	y Act an	d Paperwo	ork Reduction

Copy A for Social Security Administration - Sond this entire page with Form W-3 to the Social Security Administration; photocopies are not acceptable.

0000/1030D

Act Notice, see separate instructions.

FDWA0101 11/23/15 FWZ

Do Not Cut, Fold, or Staple Forms on This Page

22222   Void	rd's social security number	For Official U OMB No. 154				
b Employer identification number (EIN)				ages, tips, other compensation	2 Federal inco	ome tax withhLid
c Employer's name, address, and ZIP of	ode		3 \$	ocial security wages	4 Social secu	rily tax withheld
			5 M	edicare wages and lips	6 Medicare ta	x withheld
			7 S	ocial socurity lips	8 Allocated tip	s
Control rumber		,	9		10 Dependent	care benefits
Employee's first name and initial La	ast name	Suff.	11 No	onqualified plens	C 12a See instruc	tions for box 12
			13 St	anticry Ros check Torto winy oployee plan sick priy	C 12b	
	•		14 Ot	her	C 12C	
f Employee's address and ZIP code					C 12d	
5 State   Employer's revite ID no mber	16 State wages, tips, etc.	17 State Income to		18 Local wages, tips, etc.	3 Local income (ax	20 Locality name
orm W-2 Wage & Tax			***************************************	Department of the Tr		7

0000/1030D

Copy A for Social Security Administration - Send this entire page with Form W-3 to the Social Security Administration: photocopies are not acceptable.

or Privacy Act and Paperwork Reduction

Act Notice, see separate instructions.

WMI 0090

# WM EXHIBIT Q

OMB No. 1	al Use Only ▶- 1545-0008
Kind of X	Kind of X State / Stat
1	1 Wages, tips, other compensa ion 2 Federal scome tax withheld 356.00
e Employer ident Scation number (FIN)	3 Social security wages 4 Social security tax withheld
f Employer's name WASHINGTON MOVERS INC	5 Medicare wages and tips 6 Medicare tax withheld
7913 CRYDEN WAY	7 Social security tips 8 Allocated tips
	9 10 Dependent care benefits
DISTRICT HEIGHTS MD 20747  9 Employer's address and ZIP code	11 Nonqualified plans 12a Deferred compensation
h Other EIN used this year	13 For third-party sick pay use only 12b
15 State Employer's state ID number. VA	14 Income lax withhold by payer of third-party sick pay
16 State wages, tips, etc. 17 State income tax 10165.00 426.00	18 Local wages, tips, etc. 19 Local income tax
Employer's contact person	Employer's telephone number   Far Official Use Only   (301)   516-3000   0 0 0 0 / 1 0 3 0 D
Employer's fax number (301) 516-1515	Employer's email address Sam@wmius.com

Under penalties of perjury. I declare that I have examined this return and accompanying documents and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature -

Title >

Date >

## Form W-3 Transmittal of Wage and Tax Statements

2015

Organization of the Treasury Internal Revenue Service

Send this entire page with the entire Copy A page of Form(s) W-2 to the Social Security Administration (SSA). Photocopies are not acceptable. Do not send Form W-3 if you filed electronically with the SSA. Do not send any payment (cash, checks, money orders, etc.) with Forms W-2 and W-3.

#### Reminder

Separate instructions. See the 2015 General Instructions for Forms W-2 and W-3 for information on completing this form. Do not file Form W-3 for Form(s) W-2 that were submitted electronically to the SSA.

#### Purpose of Form

A Form W-3 Transmittal is completed only when paper Copy A of Form(s) W-2, Wage and Tax Statement, is being filed. Do not file Form W-3 alone. All paper forms must comply with IRS standards and be machine readable. Photocopics are not acceptable. Use a Form W-3 even if only one paper Form W-2 is being filed. Make sure both the Form W-3 and Form(s) W-2 show the correct tax year and Employer Identification Number (EIN). Make a copy of this form and keep it with Copy D (For Employer) of Forms(s) W-2 for your records. The IRS recommends retaining copies of these forms for four years.

#### E-Filing

The SSA strongly suggests employers report Form W-3 and Forms W-2 Copy A electronically instead of on paper. The SSA provides two free e-filling options on its Business Scrvices Online (BSO) website:

- W-2 Online. Use fill-in forms to create, save, print, and submit up to 50 Forms W-2 at a time to the SSA.
- File Upload. Upload wage files to the SSA you have created using payroll or tax software that formats the files according to the SSA's Specifications for Filing Forms W-2 Electronically (EFW2).
   W-2 Online fill-in forms or file uploads will be on time if submitted by March 31, 2016. For more information, go to www.socialsecurity.gow/employer and select "First Time Filers" or "Returning Filers" under "BEFORE YOU FILE."

#### When to File

Mail Form W-3 with Copy A of Form(s) W-2 by February 29, 2016.

#### Where to File Paper Forms

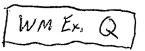
Send this entire page with the entire Copy A page of Form(s) W-2 to:

Social Security Administration Data Operations Center Wilkes-Barre, PA 18769-0001

Note. If you use "Certified Mail" to file, change the ZIP code to "18769-0002." If you use an IRS-approved private delivery service, add "ATTN: W-2 Process, 1150 E. Mountain Dr." to the address and change the ZIP code to "18702-7997." See Publication 15 (Circular E), Employer's Tax Guide, for a list of IRS-approved private delivery services.

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

FDWA0201 11/0.915 FW2



WMI 0091

## WM EXHIBIT R

		And decimals as a second			- - - - - - -			
0.11				.1~6.00 ]		•		
PA Entra Truit & ess. yart & CONT & The one in the one	J. Jel. S. darin Rundz. 1, 1750. 23 7. 14. oz. oz. oz.		Sudra avarigue:	Sal Glamler ve. rrt. 10.	Jur c		1. S. 1. ACV 1. 1. S. 11 C. 1.	

WM Ex. R

# WM EXHIBIT S

### Page \_\_\_\_\_\_of \_\_\_\_\_\_\_\_

## UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

Receipt for Property Received/Returned/Released/Seized

ile # (CA) 2441763	
On (date) Diccinitize 21, 2013	item(s) listed below were:  Received From Returned To Released To Seized
(Name) (Street Address) 7713 (	
Description of Item(s):  Business Documents  Financial Documents	
Seven (7) Copple Tours  Final (4) Aphones  (1) (1) Novices	
Provide In 1/ 1 (Signature)  Reneived From: No ():  WM Ex	(Signature) (Signature) (Signature)

Subject. Sam Gnanem

Address: 6714 Forsythia St, Springfield, VA 22150

Date: 12/21/2013

## **WM EXHIBIT T**



### **Business Account Signature Card**

Branch:	Account N	umber:		Port Number:
Account Title:	.1	1227017	Address:	89114
WASHINGTON MOVERS	TNC			
			7915 CRY	YDEN WAY
Assert			DISTRIC	CT HTS MD 20747
Account Type: SMALL BUSINESS C	BECKING AC	CT	Tax ID Numb	
Authorized Signature(s)				54-1880051
Name/Title:		I Date of		
1.SAM R GHANEM		Debit Ca Y N	rd Sign	nature:
2.				Jelu Masu
3.	· · · · · · · · · · · · · · · · · · ·			
4,				
5.	·			
6.				
Date Opened: 11/12/2		Date Revised: 1:	1/12/2014	Reason: BUSINESS ACCOUNT
repared By: LORETTA C	TONES	User ID: 149		Branch: 8
iereby acknowledne(s) red	ceipt of such r	ules and regulation	entity listed in the above sig	n the above Account Title ("Depositor") shall to gned as the authorized agent(s) of the Depositor also availability policy. The Depositor also iscretion, we may change the interest rate on
Sole Proprietor 🗷	Corporation	-For Profit	Corporation-N	Nonprofit Partnership
Trust/Estate		ility Company	☐ Exempt I	Recipient(s)
ackholding because: (a) ti le Internal Revenue Senti	he Depositor	is exempt from ba	ckup withholdir	Depositor, under penalty of perjury certifies: nber (TIN), (2) I am not subject from ing, or (b) the Depositor has not been notified as a result of a failure to report all interest cackup withholding; and (3) I am a U.S. persor
	CTIONS: You withholding b	must cross out ite	em 2 above if y failed to report	you have been notified by the IRS that you are t all interest and dividends on your tax form.
Ignature of U.S. Person:	COTAN O	1 May		Date:11/12/2014
				WM Ex. T

## WM EXHIBIT U

INDUSTRIAL BANK

## CORPORATE AUTHORIZATION RESOLUTION

By:WASHINGTON MOVERS, INC 7913 CRYDEN WAY DISTRICT HEIGHTS MD 20747

Secretary Signature & Date

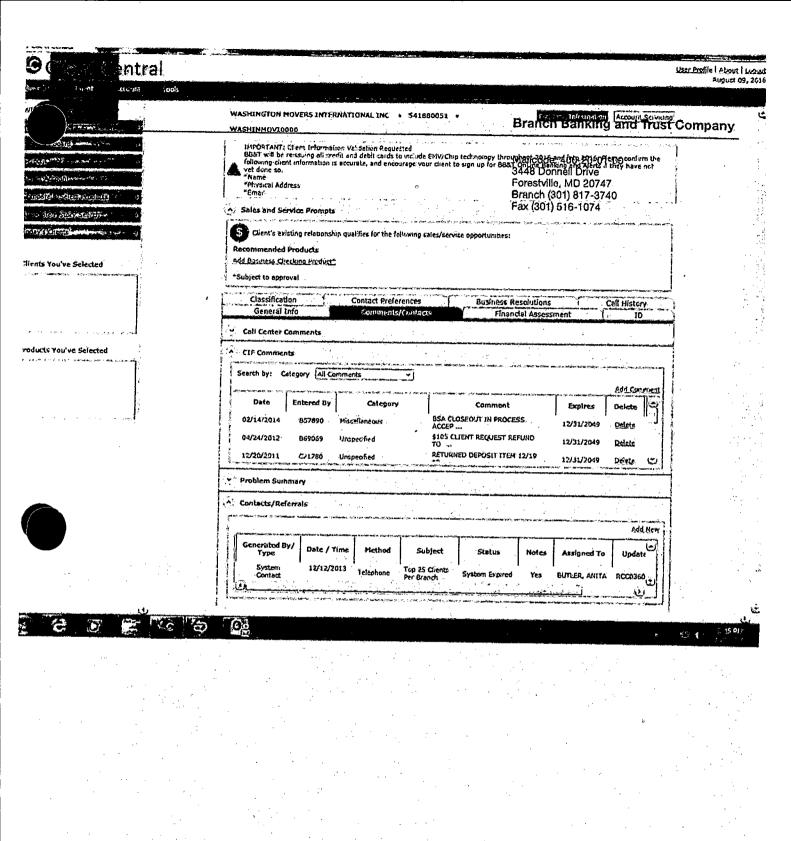
WM Fx. U

		Referred to In this document as "Corporation"
I, <u>SAMR . GHANEM</u> MARYLAND	, certify that I am Secretary (clork) of	the above named corporation organized under the laws
WASHINGTON MOVERS,INC	Federal Employer I.D. Number 541880051	the above named corporation organized under the laws engaged in business under the trade name
edopted at a meeting of the Board of Dispession	, and that the resolution	engaged in business under the trade name ins on this document are a correct copy of the resolution 11-10-2014 (dat
Those resolutions appear to the minutes of the	of the Corporation duly and properly called and	held on the second to the resolution
Those resolutions appear in the minutes of this reader.  AGENTS Any Agent listed below, subject to an	neeting and have not been rescinded or modific	od. (dat
, , , , , , , , , , , , , , , , , , ,	y written limitations, is authorized to exercise	the powers granted as indicated below:
	A Signatu	
SAM R GHANEN		Faceimile Signature (If used)
	× Saith	The state of the s
		^
	X	X
	<del></del>	
		X
	X	X
	X	
		x
	×	XX
The Assurance to	RESOLUTIONS	
The Corporation named on thi.		
in this resolution	spository for the funds of the Corporation and	to provide other financial accommodations indicated
12 White report with the	and and and and	to provide other financial accommodations indicated
The state of the s	********	
retancial institution. Any and all prior redolu	tions adopted by the Board of Directors of the	modification has been received and recorded by the
THE PARTY OF THE P		"" "" I " I " I DI I GIGII I DATITI ITRIN PARNILINA HAM
(3) The Signature of the Assembled by documer	is revocation, modification or replacement. Any materion, setisfectory to the Financial Institution, is conclusive evidence of their authority to each	nevocation, modification or replacement of a
they act in a regresentative consults as	is conclusive evidence of their authority to act	establishing the authority for the changes on behalf of the Corporation, Any Agent, so long as any and all other contracts.
	gent of the Corporation, is authorized to make	on barren of the Corporation, Any Agent, so Inco ee
and orders which they may deem advisable to	or the easternation	any and all other contracts
they act in a representative capacity as an A and orders which they may deem advisable full to any restrictions on this resolution	or the effective exercise of the powers indicate	eny and all other contracts, agreements, stipulations
(4) All Transactions of this resolution	or otherwise agreed to in uniting	ed from time to time with the Financial institution
subject to any restrictions on this resolution 4 All Transactions, if any, with respect to any Financial institution prior to the adoption of	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borroy	ed from time to time with the Financial institution,
subject to any restrictions on this resolution (4 Mil Transactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and conformation surbactors.	or otherwise agreed to in writing, or otherwise agreed to in writing, deposits, withdrawels, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account screement, arroach, on	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the
Subject to any restrictions on this resolution AMI Transactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and conformation surbations.	or otherwise agreed to in writing, or otherwise agreed to in writing, deposits, withdrawels, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account screement, arroach, on	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the
Authorition and the resolution on this resolution of Authoritions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial Institution money, that are drawn on the Financial Institution.	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, properly opin, at any time, to charge the Corperation for a vition, as long as they proved the corperation for a	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of
Subject to any restrictions on this resolution AMI Transactions, if any, with respect to any Financial Institution prior to the adoption of a Simple Corporation agrees to the terms and con Corporation authorizes the Financial institution money, that are drawn on the Financial Institution Corporation acknowledges and agrees the Corporation to Amilian Simple Si	or otherwise agreed to in writing, or otherwise agreed to in writing, deposits, withdrawels, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, property opin, at any time, to charge the Corperation for a ution, so long as they contain the required nume at the Financial Institution may funts be the dis-	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The il checks, drafts, or other orders, for the payment of other of signatures for this purpose.
aubject to any restrictions on this resolution All Transactions, if any, with respect to any Financial institution prior to the adoption of t The Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution The Corporation acknowledges and agrees the Corporation to feelite the second services are services.	or otherwise agreed to in writing, or otherwise agreed to in writing, deposits, withdrawels, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, property opin, at any time, to charge the Corperation for a ution, so long as they contain the required nume at the Financial Institution may funts be the dis-	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The li checks, drafts, or other orders, for the payment of other of signatures for this purpose.
aubject to any restrictions on this resolution All Transactions, if any, with respect to any Financial institution prior to the adoption of t 5) The Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial Institution 6) The Corporation acknowledges and agrees th Corporation to facilitate those powers author access device* includes, but is not limited to.	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required num at the Financial Institution may funish at its discard by this resolution or other resolutions in elegated by this resolution or other resolutions in elegated by the service of the property this property that its discards automated this service.	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  correction automated access devices to Agents of the ffect at this time of issuence. The tarm supposed.
Subject to any restrictions on this resolution of the Amil Transactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and conformation authorizes the Financial institution money, that are drawn on the Financial Institution of the Corporation acknowledges and agrees the Corporation to facilitate those powers authorized device" includes, but is not limited to, The Corporation acknowledges and agrees the obtained from the American acknowledges and agrees the obtained from the American acknowledges and agrees the properties of the Corporation acknowledges and agrees the obtained from the American acknowledges.	or otherwise agreed to in writing. deposits, withdrawels, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, properly ope in, at any time, to charge the Corperation for a ution, so long as they contain the required num at the Financial institution may funish at its dis zed by this resolution or other resolutions in el credit cards, automated teller machines (ATM	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the disconfirmed, ened by any Agent of the Corporation. The ill checks, drafts, or other ordors, for the payment of other of signatures for this purpose.  Interest of the corporation of the field access devices to Agents of the ffect at this time of Issuance. The term automated of the corporation of the corporation of the corporation of the ffect at this time of Issuance. The term automated of the corporation of the corpora
aubject to any restrictions on this resolution All Trensactions, if any, with respect to any Financial institution prior to the adoption of t 5) The Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution 6) The Corporation acknowledges and agrees th Corporation to facilitate those powers author access device* includes, but is not limited to, 7) The Corporation acknowledges and agrees th obtained from the Agent named on this resolutions acknowledges.	or otherwise agreed to in writing, deposits, withdrawais, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agreement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial institution may funish at its discated by this resolution or other resolutions in elections of the cards, automated teller machines (ATM at the Financial institution may rely on alternation. The term "alternative signature and materials."	ed from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  corotion automated access devices to Agents of the flect at this time of issuance. The term automated of the flect at this time of issuance. The term automated of the flect at this time of issuance.
Authorit to any restrictions on this resolution Authorisactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial Institution money, that are drawn on the Financial Institution to the Financial Institution of the Corporation acknowledges and agrees the Corporation to facilitate those powers authorisaces device" includes, but is not limited to, 7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolutional from the Agent named on this resolutional past becomes the specimen has been appeared.	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discred by this resolution or other resolutions in elected by this resolution and the Financial Institution may rely on alternation. The term "alternative signature and verificant on the personal identification purpose.	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the confirmed.  ened by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  corotion automated access devices to Agents of the flect at this time of Issuance. The term automated of the flect at this time of Issuance. The term automated of the flect at this time of Issuance. The term automated of the flect at this time of Issuance. The term automated of the flect at this time of Issuance. The term automated of the signature and verification codes issued to or its includes but is not limited to.
subject to any restrictions on this resolution (4 Mil Transactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial Institution maney, that are drawn on the Financial Institution to the Corporation acknowledges and agrees the Corporation to facilitate those powers authorisecs device" includes, but is not limited to.  7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolutional facilities and the Financial specimen has been provided on this resolution the Financial specimen has been provided on this resolution.	or otherwise agreed to in writing: deposits, withdrawals, rediscounts and borrov his resolution are hereby ratified, approved and ditions of any account agreement, properly op in, at any time, to charge the Corperation for a ution, so long as they contain the required num at the Financial Institution may funish at its dis ized by this resolution or other resolutions in el credit cards, automated teller machines (ATM at the Financial institution may rely on alternation. The term "atternative signature and verifi- institution, personal identification numbers (P) in (or that ere filed againstate) with the CPI	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the disconfirmed.  ened by any Agent of the Corporation. The ill checks, drafts, or other ordors, for the payment of other of signatures for this purpose.  coretion automated access devices to Agents of the ffact at this time of issuance. The term*automated ), and debit cards.  I've signature and verification codes issued to or ication codes* includes but is not limited to, N), and digital signatures. If a facernile signature
subject to any restrictions on this resolution (4 )All Transactions, if any, with respect to any Financial institution prior to the adoption of t (5) The Corporation agrees to the terms and con Corporation authorizes the Financial institution money, that are drawn on the Financial institution money, that are drawn on the Financial institution of the corporation acknowledges and agrees the Corporation to facilitate those powers author access device* includes, but is not limited to, 7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolutional facelmile signatures on file with the Financial specimen has been provided on this resolution the Financial institution is authorized to treat the facelmile signature may have been affixed agent to any financial institution may have been affixed.	or otherwise agreed to in writing, deposits, withdrawais, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number that the Financial Institution may funish at its discard by this resolution or other resolutions in education of the Financial Institution may rely on alternativition. The term "atternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation as long as it resembles the fear-	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  and by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  accretion automated access devices to Agents of the flect at this time of issuence. The term automated of, and debit cards.  We signature and verification codes issued to or ication codes includes but is not limited to, N), and digital signatures. If a facamile signature on with the Financial Institution from time to time agent(s) regardless of by whom or by we to the second
(4 Subject to any restrictions on this resolution of AMI Transactions, if any, with respect to any Financial Institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial Institution money, that are drawn on the Financial Institution to the Corporation acknowledges and agrees the Corporation to facilitate those powers author access device" includes, but is not limited to, 7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolutional facelinite signatures on file with the Financial specimen has been provided on this resolution the Financial institution is authorized to treat the facelinite signature may have been affixed	or otherwise agreed to in writing, deposits, withdrawais, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number that the Financial Institution may funish at its discard by this resolution or other resolutions in education of the Financial Institution may rely on alternativition. The term "atternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation as long as it resembles the fear-	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  and by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  accretion automated access devices to Agents of the flect at this time of issuence. The term automated of, and debit cards.  We signature and verification codes issued to or ication codes includes but is not limited to, N), and digital signatures. If a facamile signature on with the Financial Institution from time to time agent(s) regardless of by whom or by we to the second
aubject to any restrictions on this resolution All Trensactions, if any, with respect to any Financial institution prior to the adoption of t 5) The Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution 6) The Corporation acknowledges and agrees th Corporation to facilitate those powers author access device" includes, but is not limited to, 7) The Corporation acknowledges and agrees th obtained from the Agent named on this resolution facelimile signatures on file with the Financial specimen has been provided on this resolution the Financial institution is authorized to treat the facelmile signature may have been affixed	or otherwise agreed to in writing, deposits, withdrawais, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number that the Financial Institution may funish at its discard by this resolution or other resolutions in education of the Financial Institution may rely on alternativition. The term "atternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation as long as it resembles the fear-	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  and by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  accretion automated access devices to Agents of the flect at this time of issuence. The term automated of, and debit cards.  We signature and verification codes issued to or ication codes includes but is not limited to, N), and digital signatures. If a facamile signature on with the Financial Institution from time to time agent(s) regardless of by whom or by we to the second
Aubject to any restrictions on this resolution Aui Transactions, if any, with respect to any Financial institution prior to the adoption of t 5) The Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution for Corporation acknowledges and agrees the Corporation to facilitate those powers author access device" includes, but is not limited to, 7 The Corporation acknowledges and agrees th obtained from the Agent named on this resolution facelmile signatures on file with the Financial specimen has been provided on this resolution the Financial institution is authorized to treat the faceimile signature may have been affixed agent to have custody of the Corporation's pr corresponding public key. The Financial institution codes unless otherwise agreed in	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discard by this resolution or other resolutions in elected by this resolution or other resolutions in elected in the Financial Institution may rely on alternativation. The term "elternative signature and veriff institution, personal identification numbers (PIn, (or that are filed separately by the Corporation for the facsmile signature as the second sit resembles the facsmile signature and veriff institution, parsonal factorial signature of the facsmile signature and the facsmile signature and the second sail tresembles the facsmile signature and the second shall have no responsibility or fieblity for a writing.	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the disconfirmed.  Sened by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  Secretion automated access devices to Agents of the flect at this time of issuance. The term*automated is an admitted to the signature and verification codes issued to or ication codes includes but is not limited to, N), and digital signatures. If a facamile signature on with the Financial institution from time to time) agent(s) regardless of by whom or by what means a specimen on file. The Corporation authorizes each to request issuance of a certificate listing the unauthorized use of alternative signature and
Aubject to any restrictions on this resolution All Trensactions, if any, with respect to any Financial institution prior to the adoption of the adoption of the adoption of the corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution to the corporation acknowledges and agrees the Corporation to facilitate those powers authorised access device" includes, but is not limited to, 7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolution that the financial institution is authorized to treat the facsimile signature may have been affixed agent to have custody of the Corporation's preorresponding public key. The Financial institution codes unless otherwise agreed in ERTIFICATION OF AUTHORY	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discard by this resolution or other resolutions in elected by this resolution or other resolutions in elected in the Financial Institution may rely on alternativation. The term "alternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation contains it resembles the facsmile signature and verification on as it resembles the facsmile signature and verification contains all the second of the Association of t	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  Sened by any Agent of the Corporation. The ill checks, drafts, or other ordors, for the payment of other of signatures for this purpose.  Secretion eutomated access devices to Agents of the flect at this time of issuence. The term automated is an additional and debit cards.  In an additional and the financial institution from time to time in the financial institution from time to time is a specimen on tile. The Corporation authorizes each it o request issuence of a certificate listing the unauthorized use of alternative signature and
Aubject to any restrictions on this resolution All Trensactions, if any, with respect to any Financial institution prior to the adoption of the adoption of the adoption of the corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution to the corporation acknowledges and agrees the Corporation to facilitate those powers authorised access device" includes, but is not limited to, 7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolution that the financial institution is authorized to treat the facsimile signature may have been affixed agent to have custody of the Corporation's preorresponding public key. The Financial institution codes unless otherwise agreed in ERTIFICATION OF AUTHORY	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discard by this resolution or other resolutions in elected by this resolution or other resolutions in elected in the Financial Institution may rely on alternativation. The term "alternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation contains it resembles the facsmile signature and verification on as it resembles the facsmile signature and verification contains all the second of the Association of t	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  Sened by any Agent of the Corporation. The ill checks, drafts, or other ordors, for the payment of other of signatures for this purpose.  Secretion eutomated access devices to Agents of the flect at this time of issuence. The term automated is an additional and debit cards.  In an additional and the financial institution from time to time in the financial institution from time to time is a specimen on tile. The Corporation authorizes each it o request issuence of a certificate listing the unauthorized use of alternative signature and
Authorition and the resolution on this resolution of the Again to any restrictions on this resolution. Financial institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution to the Corporation acknowledges and agrees the Corporation to facilitate those powers authorised access device" includes, but is not limited to.  7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolution that the financial specimen has been provided on this resolution the Financial institution is authorized to treat the facsimile signatures may have been affixed agent to have custody of the Corporation's procorresponding public key. The Financial institution codes unless otherwise agreed in ERTIFICATION OF AUTHORY	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discard by this resolution or other resolutions in elected by this resolution or other resolutions in elected in the Financial Institution may rely on alternativation. The term "alternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation contains it resembles the facsmile signature and verification on as it resembles the facsmile signature and verification contains all the second of the Association of t	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  Sened by any Agent of the Corporation. The ill checks, drafts, or other ordors, for the payment of other of signatures for this purpose.  Secretion eutomated access devices to Agents of the flect at this time of issuence. The term automated is an additional and debit cards.  In an additional and the financial institution from time to time in the financial institution from time to time is a specimen on tile. The Corporation authorizes each it o request issuence of a certificate listing the unauthorized use of alternative signature and
Authorition and the resolution on this resolution of the Again to any restrictions on this resolution. Financial institution prior to the adoption of the Corporation agrees to the terms and con Corporation euthorizes the Financial institution money, that are drawn on the Financial institution to the Corporation acknowledges and agrees the Corporation to facilitate those powers authorised access device" includes, but is not limited to.  7 The Corporation acknowledges and agrees the obtained from the Agent named on this resolution that the financial specimen has been provided on this resolution the Financial institution is authorized to treat the facsimile signatures may have been affixed agent to have custody of the Corporation's procorresponding public key. The Financial institution codes unless otherwise agreed in ERTIFICATION OF AUTHORY	or otherwise agreed to in writing, deposits, withdrawals, rediscounts and borrow his resolution are hereby ratified, approved and ditions of any account agraement, properly opin, at any time, to charge the Corperation for a ution, so long as they contain the required number the Financial Institution may funish at its discard by this resolution or other resolutions in elected by this resolution or other resolutions in elected in the Financial Institution may rely on alternativation. The term "alternative signature and verification, personal identification numbers (PIn, (or that are filed separately by the Corporation contains it resembles the facsmile signature and verification on as it resembles the facsmile signature and verification contains all the second of the Association of t	and from time to time with the Financial institution, wings by or on behalf of the Corporation with the deconfirmed.  and by any Agent of the Corporation. The ill checks, drafts, or other orders, for the payment of other of signatures for this purpose.  accretion automated access devices to Agents of the flect at this time of issuence. The term automated of, and debit cards.  We signature and verification codes issued to or ication codes includes but is not limited to, N), and digital signatures. If a facamile signature on with the Financial Institution from time to time agent(s) regardless of by whom or by we to the second

## WM EXHIBIT V

9 Client Central			Supplied About 440
you like to do?	5 Check's existing relationship qualifies for the following sales/s Recommended Products Add BBST Checking - BBSTS Work". *Subject to approval	rervice opportunities:	
addinfeddioleithe , was the angle didness — , to Filiphadioleithe	Employment Income General Inlo Comments/Gontacts	Contact Preferences Call History Financial Assessment ID	
Thems You've Selected	The following errors occurred:  • Please verify the existing dentification for this chent Greeting   Select One   First   NORMA   Middle Freferred Name   BBET Emp Promotional Code   Select One	Chert Document Petricy Generale Refer A Friend Cod  Last GHANEN Select On *!	
ruducts You've Selected	Client Since 05/13/2011 (5 Yrs) Branch STRUNGFIELD/VA- Relationship Manager  Citzonship & US Gitzen () US Resident Alien () Non-Resident O SSN () ITIN 229699 [68 BrthDate (mm/dd/yrys) 02/0  Deceased Date (mm/dd/yrys)	Alen	
	Physical Address (Nn PO Boxes)  C Add new physical address Correct existing physical address OUS Address Otton US Address Address 6714 PORSYTNIA CT	Step 1 - Ask the client for a home phone number. If the client states that they don't have a home phone, or that they use their cell phone as their home phone, enter the cell phone number in the cell phone held only. If the client provides a phone number that is a landing, enter the number in the home phone, number field.	
	Chy SHIPOSITED State (VA.	Step 2 - If the client has provided a landline number, 455, the client if they want to provide a cell phone number. Enter the number in the cell phone field.  Home Phone (703) 971-3090	The state of the s
	Source , Seems time.  At this address since (mm/vyyy)   Outsage	Work Phone (301) 516 3000 Ext Cell Phone (202) 498-6454 International Phone 011	Committee of the commit
	'y" Address History (O Addresses)	Email norma phrmitis.com	the special is that

WM Ex, V



## WM EXHIBIT W



For the period 10/28/2014 to 11/14/2014

WASHINGTON MOVERS INTERNATIONAL, IN RECEIVABLES ACCOUNT 7913 CRYDEN WAY DISTRICT HEIGHTS MD 20747-4508

Primary account number: 20032-

Page 1 of 2

Number of enclosures to

For 24-hour banking sign on to PNC Bank Online Banking on pnc.com FREE Online Bill Pay

To For customer service call I-877-BUS-BNKG Monday - Friday 7 AM - 10 PM ET Saturday & Sunday 8 AM - 5 PM I'll

Para servicio en espanol, 1-877-BUS-BNKG

Moving? Please contact your local branch Write to Customer Service PO Box 609 Pittsburgh , PA 15230-9738

Visit us at PNC continybusiness/

FOR hearing impaired clients only

Business Enterprise Checking Summary

Account number, 53-4357-6629 Overdraft Protection has not been established for this account.

ontact us if you would like to set up this service

0.00

10,152,91

- Was hington Movers International, In Receivables Account

e Summary

Beginning balance

0.00

Deposits and other additions

11,152 91

Date

11/12

11/14

Checks and other deductions

2,043.68

11.152.91 Average ledger balance Ending balance

0 00 Average collected balance

1,593.90

Deposits and Other Ac Description	filtions	liens	Amount	Checks and Other Deductions Description		
Deposits		1	10,152 91	Other Deductions	Items	Amount
Other Additions		1	1,000.00	The South of the second of the	j ·	11,152 91
Total		2	11,152.91	Total		11,152.91
Daily Balance						**,1 ***
Date	Lodger balance		Date	Living halings		

Ledger balance

0.00

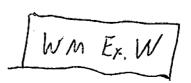
11.152 91

Activity Detail

10/28

11/10

Deposits and Other Additions





### **Photocopy Request Exceptions**

08/09/2016 at 12:03:56 PM

Requestor Inf	ormation
---------------	----------

Sent By

Thomas Pope III/Consumer/GMD/PNC

Phone

301-817-2991

Fax

301-817-2995

Mailstop

C4-C641-01-1

#### Section I - Introduction

This request should only be completed for one of the following reasons:

- The customer's account is closed and no longer appears on the Genesis Folder
- The customer is requesting a copy of a cashed savings bond
- The customer is requesting a copy of a cashed foreign check

Important! All other photocopy requests must be completed using the appropriate procedure in Policies and Procedures. See About Photocopying Requests for a list of photocopying requests and associated procedures.

### Section II - Select the photocopy request

•	16	O1.		
١.	,	Cher	∩K.	

C Cashed Savings Bond

O Deposit

C Foreign Cashed Check

Statement

Other

### Other

<b>Customer Name</b>	Sam Ghanem
Address	6714 Forsythia Street
	Springfield VA 22150

Describe your request below.

Customer is requestuing copies of signature card for account # 5343576629, account title Washington Movers International

### Section III - Delivery Method

C Fax to branch

Fax to customer

O Mail to branch

O Mail to customer

Fax number 301-516-1515

LFORMPCBUS610

